

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
DHUNSERI VENTURES LIMITED**



सत्यमेव जयते  
GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies  
Nizam Palace, 2nd MSO Building 2nd Floor, Kolkata, West Bengal, India, 700020

**Certificate of Incorporation pursuant to change of name**  
*[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]*

Corporate Identification Number (CIN): L15492WB1916PLC002697

I hereby certify that the name of the company has been changed from DHUNSERI PETROCHEM LIMITED to DHUNSERI VENTURES LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name Dhunseri Tea Company Limited.

Given under my hand at Kolkata this Eleventh day of December two thousand eighteen.



K G JOSEPH JACKSON

Registrar of Companies  
RoC - Kolkata

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Mailing Address as per record available in Registrar of Companies office:

DHUNSERI VENTURES LIMITED

Dhunseri House, 4-a, Woodburn Park, KOLKATA, West Bengal, India, 700020



Certificate of Incorporation pursuant to change of name

[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number(CIN): : L15492WB1916PLC002697

I hereby certify that the name of the company has been changed from DHUNSERI PETROCHEM & TEA LIMITED to Dhunseri Petrochem Limited with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name Dhunseri Tea Company Limited

Given under my hand at Kolkata this Nineth day of September Two Thousand Fourteen.

Sd/- DIP NARAYAN CHOWDHURY

Assistant Registrar of Companies  
Registrar of Companies  
Kolkata

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT  
ON CHANGE OF NAME

Corporate Identity Number: L15492WB1916PLC002697

IN THE MATTER OF M/s. Dhunseri Tea and Industries Ltd.

I hereby certify that DHUNSERI TEA AND INDUSTRIES LTD. which was originally incorporated on Eleventh day of May Nineteen Hundred Sixteen being an existing company as per Section 3 of the Companies Act, 1956 as Dhunseri Tea Company Ltd. having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956 read with Government of India, Department of Company Affairs, New Delhi Notification No. G.S.R 50 7 (E) dated 24/06/1985 vid SRN A88174990 dated 01/07/2010 the name of the said Company is this day changed to DHUNSERI PETROCHEM & TEA LIMITED and the Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Kolkata this First day of July Two Thousand Ten.



Sd/- SWADHIN BARUA  
Deputy Registrar of Companies  
West Bengal

C. O. No. 2697

**FRESH CERTIFICATE OF INCORPORATION CONSEQUENT  
ON CHANGE OF NAME**

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*In the Office of the Registrar of Companies West Bengal, Calcutta  
( Under the Companies Act, 1956 (1 of 1956) )*

**IN THE MATTER OF M/s. The Dhunseri Tea Co. Ltd.  
19, R. N. Mukherjee Road, Calcutta-1**

I hereby certify that The Dhunseri Tea Company Limited, which was originally incorporated on 11th May 1916 under the Indian Companies Act, 1913 and under the name The Dhunseri Tea Co. Limited, having duly passed the necessary resolution in terms of section 21/22 (1) (a)/22 (1) (b) of Companies Act, 1956, and the approval of the Central Government signified in writing having been accorded thereto in the Ministry of Industrial Development & Internal Trade, Department of Company Affairs (C. L. B.) Regional Director Eastern Region, Calcutta-1 letter No. RD/T/3499 dated 16th June, 1970 the name of the said company is this day changed to Dhunseri Tea & Industries Ltd. and this certificate is issued pursuant to section 23(1) of the said Act.

Given under my hand at Calcutta this 27th day of June, 1970 (One thousand nine hundred Seventy)

Seal of the  
Registrar of Companies,  
West Bengal.

Sd/- T. K. S. Biswas  
Asstt. Registrar of Companies  
W. B.

# Certificate for Commencement of Business.

(Pursuant to section 103 (2) of the Indian Companies Act, 1913)

I hereby certify that the Dhunseri Tea Co., Ltd.

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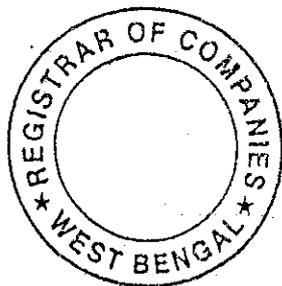
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which was incorporated under the Indian Companies Act, 1913, on the 11th day of May 1916, and which had filed on 10.6.1916 a duly verified declaration in the prescribed form that the conditions of section 103 (1) (a) to (d) of the said Act, had been complied with, was entitled to commence business From 10th June, 1916.

Given under my hand at Calcutta

this Sixteenth day of June

one thousand nine hundred and fifty eight.



Sd/- Illegible  
Registrar of Companies  
West Bengal

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

## **DHUNSERI VENTURES LIMITED**

1. The name of the Company is **DHUNSERI VENTURES LIMITED**
2. The Registered Office of the Company shall be situated in Calcutta.
3. The objects for which the company is established are as follows:
  - (a) To acquire by lease, grant, assignment, transfer or otherwise any tea gardens or plantations, land and premises in India or elsewhere from any person or persons, syndicate or Corporation, or Company, Government or Municipality, and to perform and fulfill the conditions thereof and in particular to adopt and carry into effect, with or without modification, the agreement referred to in Clause 3 of the Company's Articles of Association.
  - (b) To carry on the business of planters, growers and manufacturers of tea, coffee, cinchona, cocoa and other natural products of any kind, ship-owners, bankers, engineers and merchants in all their branches, and any other business which can conveniently be carried on in connection with such business or any of them, including the purchasing and selling of timber, and the manufacture and sale of tea boxes and other articles, and the clearing, planting, irrigation and cultivation of lands, the making of roads, railways, tramways, canals and aqua-ducts for the development of the Company's property, and the convenient carrying on of its business and the acquisition and working of locomotives, vessels and means of transport, and the acting as carriers by land or water, and the erection and working of electrical plant, machinery and appliances.
  - (c) To buy, sell trade and deal in tea, coffee and other plants and seed and rice and other food and requisites for labourers and others employed on estates, and generally to trade and deal in any way in the production, manufacture and purchase and sale of tea, coffee and other products, whether in the raw or manufactured state or any other goods produce, wares, merchandise, articles and things of any kind.
  - (c1) To carry on the business of processing, refining, converting, manufacturing, formulating, using, buying, selling, acquiring, storing, packing, dealing, transporting, distributing, importing, exporting and disposing of all types of Petrochemicals and other related products, including Naphtha, Methane, Ethylene, Propylene, Butane, Napthalene, Cyclohexane, Cyclohexanone, Benzene, Acetic Acid, Cellulose, Acetate, Vinyl Acetate, Caproic acid, Adipic Acid, Hexamethylene Diamine, Nylon, Nylon-6, Nylon-6.6, Nylon-6.10, Nylon-6.11, Nylon-7, and their fibers.

Castings, Mouldings, sheets, rods, orthoxylene, Pthalic Anhydride, Alkid Resins, Polyester staple fibre, Polyester Filament Yarn, Nylon Filament Yarn, Nylon Tyre Cord, Synthetic Rubbers, Engineering Plastics, Mixed Xylenes, Paraxylene, Metaxylene, Toluene, Cumene, Phenol, Styrene, Butadiene, Methacrolein, Maleic Anhdride, Methacrylates, Urea Methanol, Formaldehyde, UF, PF and MF resins, Hydrogencyanide, Poly-methyl, Methacrylate, Acetylene, PVC Polyethylene, Plastics, Melamine and Derivatives thereof, whether liquid, solid or gaseous, Dichloride, Ethylene Oxide, Ethyleneglycol, Polylycols, Polyurthanes, Parasyllense, Polystyrenes, Polypropylene, Isopropanol, Acetone, Propylene, Oxide, Propylene glycol, Acrylonitrite, Acrylic Fibres, Allyl Chloride, Epichlorhydrin, Aliphatic and Aromatic Alcohols, Alcohols, Aldehydes, Ketons, Aromatic Acid, Anlu-phrides, Vinyl Chloride, Acrylic, Ester or Orhto, meta and tere-phthalic Acids and all gases, Epoxy resins and all other Petrochemical Products and Polymers in all their forms, like PET Resins, Fibers, Sheets, Mouldings, Castings, Callophanes, Colour paints, Varnishes, Disinfetants, Insecticides, Fungicides, Deodorants as well as Bio-chemical, Pharmaceutical, Medical, zinc, bleaching, photographical and other preparations."

*(Inserted by a Scheme of Arrangement between Dhunseri Tea & Industries Limited ("DTIL"), DI Marketing Limited ("DIML"), South Asian Petrochem Limited ("SAPL") and Dhunseri Polycarbonate Limited ("DPL") and their respective shareholders entailing demerger and amalgamation w.e.f. 1st April, 2009 sanctioned by the Hon'ble High Court at Calcutta by an Order passed on 6th day of May, 2010)*

- (d) To lay out, construct, take upon lease or otherwise acquire, convert, alter, modify, equip, maintain and work tea plantations and tea manufactories at any place or places in India or elsewhere with the necessary works, buildings, erection, machinery, implements and articles required for the same. To work any mines or quarries or any property of the Company and to find, win, get, work, manufacture or otherwise deal with any ores, metals, minerals, oils, precious and other stones, or other deposits in or products of such property of any kind, to sink shafts and wells, lay down pipes, open quarries, construct, maintain and improve railways, tramways, roadways, ropeways, telegraph lines, telephone lines, electric light apparatus, wharves, reservoirs, water courses, water works, warehouses, sheds, offices and other buildings and works calculated directly or indirectly to advance the interests of the Company, and to pay or contribute to the expense of constructing, maintaining and improving any such works, and to carry on the business of railways and tramway proprietors and carriers of passengers and goods.
- (e) To construct, purchase, lease or otherwise acquire any Railway or Tramway in or through the Company's lands or in the vicinity thereof, and to enter into (either alone or jointly with others and either with or without the concurrence of owners or other persons interested in lands adjacent to or in the vicinity of the Company's lands) any contracts, engagements or arrangements with any Railway Company or persons regarding any line or branch line of Railway or Tramway which may at any time be constructed so as to extend to the Company's land or any place or places in the vicinity thereof.

- (f) To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immovable property and any rights or privileges which the Company may think necessary or expedient for the purpose of its business, and in particular any lands, buildings, works, easements, machinery, plant, stock-in-trade, rolling-stock, live-stock, wharves, warehouses, offices, ships, steam-vessels, boats, barges and launches, patent inventions, privileges, monopolies, licences, concessions or process an the like, and an other rights or powers conferring any exclusive or non-exclusive or limited right to use any secret or information as to any invention available for use in connection with any of the objects of the Company.
- (g) To sell, improve, manage, develop, lease, mortgage, dispose of, turn to account or otherwise deal with or dispose of all or any part of the property of the Company, and for such consideration as may be thought fit, and in particular as to the whole or part of such consideration for shares, debentures or securities of any other Company.
- (h) To make, accept, endorse, discount and issue Promissory Notes, Bills of Exchanges and other negotiable instruments.
- (i) To invest and deal with the money of the Company upon such securities, real property, land, forests, Government securities, debentures and shares of other Joint Stock Companies, other commodities, goods, articles and merchandise, and in such manner as may, from time to time, be determined.
- (j) To borrow or raise money in such manner as the Company shall see fit, and in particular by the issue of or upon Bonds, Debentures, Bills of Exchange, Promissory Notes or other obligations or securities of the Company, or by mortgage or charge of all or any part of the property of the Company, both present and future, including its uncalled capital or in such other manner as the Company shall think fit.
- (k) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and assets of any person or Company engaged in any business which this Company is authorised to carry on, or possessed of property suitable for the purpose of this Company.
- (l) To promote any other Company for carrying into effect any of the objects of this Company, or for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to take or otherwise acquire and hold shares in any such Company and generally in any Company the business of which is capable of being conducted so as directly or indirectly to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such Company.
- (m) To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure, reciprocal concession or amalgamation, either in whole or in part, with any other Company or person carrying on, or engaged in or about to

carry on, or engage in any business or transaction which this Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money, to guarantee the contracts of or otherwise assist any such person or Company, and to take or otherwise acquire shares or securities of any such Company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.

- (n) To sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular wholly or in part for shares (fully paid up or otherwise), debentures or securities of any other Company or Companies having objects altogether or in part similar to those of this Company.
- (o) To dispose of and deal with any shares and securities of other Companies which may be acquired by this Company, in such manner as may be from time to time determined.
- (p) To lend money, and in particular to customers of, and persons having dealings with the Company, and to guarantee the performance of contracts by members of or persons having dealings with the Company.
- (q) To appoint agents and constitute agencies of the Company in India, England or elsewhere.
- (r) To remunerate any person or Company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital, or any debentures or other securities of the Company, or in or about the formation or promotion of the Company, or the acquisition of property by the Company, or the conduct of its business.
- (s) To make donations or give subscriptions to charities or public or other useful objects to Funds, and to establish and support, or aid in the establishment and support of, associations, institutions, provident, pension, loan or other funds for the benefit of the staff and employees or ex-employees of the Company and of their wives, widows, children, and dependents, and to contribute towards the premia payable on any insurance on the lives of any or such staff or employees, and to grant pensions, gratuities, or other financial assistance, either temporary or permanent, to any of such staff or employees or ex-employees, or their wives, widows, children, or dependents, upon such terms and conditions as may be deemed expedient, and to charge the amount of any such donations, subscriptions, contributions or payments to the working expenses of the Company.

- (t) To distribute any of the property of the Company amongst the members in specie or kind.
- (u) To do all or any of the above things as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (v) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
- (w) To carry on business as exporters, manufacturers, importers, buyers and sellers of and dealers in all chemicals (including without prejudice to the said generality and in particular cement, calcium carbonate, magnesium carbonate, nickel catalyst, hydrated lime, calcium hydroxide, calcium oxide, quick lime, soda ash, caustic soda, sulphur, sulphuric acid, sodium sulphate, calcium sulphate, super-phosphate, ammonium chloride, di-calcium phosphate, alcohol, chlorine, chlorine products both organic and inorganic such as polyvinylchloride, carbon tetrachloride, trichloroethylene, perchloroethylene, ethylene dichloride, carbon disulphide, barium chloride, aluminium trichloride, carbon black, titanium tetra-chloride etc.), alkalis, acids, cordial, drugs, tanins, soaps, cosmetics, essences and pharmaceuticals, photographic, sizing, medical, chemical, industrial and other preparations and articles of any nature and kinds whatsoever.
- (x) To carry on the business of manufacturing, buying, selling, exchanging, converting, altering, importing, processing, twisting or otherwise handling or dealing in cotton, jute, wool, rayon yarn, namely viscose, filament rayon, continuous filament rayon or artificial silk yarn, acrylic fibre, polyvinyl alcohol fibre and all synthetic fibre, spun rayon and other fibrous materials or allied products, by-products substances for all or any of them.
- (y) To acquire, erect, construct, establish, maintain, improve, manage, alter, carry on, control or work in factory or any mill producing alcohol, molasses, vanaspati, ghee, vegetable oils, and any other kind of food product whatsoever including the business of growers, cultivators, and processors of cotton, rubber, sugarcane, tobacco, paddy and all other products of the soil and also including processing, dehydration and packaging of food products, fruits and vegetables.
- (z) To bring, buy, sell, manufacture, plant, cultivate, prepare, repair, convert, hire, alter, treat, manipulate, import, export, dispose of and deal in all kinds of machinery, implements, rolling stock, castings, alloy steels and special steels, electrical conductors and insulated wires etc. and to carry on any other metallurgical operations including making of alloys like tungsten carbide, titanium oxide etc. which may seem conducive to the fulfilment of the Company's objects including carbonisation of coal, production of coke and processing of all by-products including making of batteries.
- (aa) (i) To purchase or otherwise acquire any land, plot(s) of land or immovable property or any right or interest therein either singly or jointly or in partnership with any person(s) or body corporate or partnership firm and to develop and construct thereon commercial complex or complex(s) either singly or jointly or in partnership, comprising offices, Establishments, Malls, Theatres, Cinema Halls, Guest Houses, Hotels, Shops etc. for sale or self use or for earning rental income thereon by letting out individual units comprised in such buildings;
- (ii) To conceive, design, develop, set-up and maintain an integrated techno township, technology parks, software parks, cyber city and to carry on business of all related services and allied activities relating thereto;
- (iii) To sell, lease, rent, grant licences, easements and other rights over and in

any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company, or any part thereof for such consideration the Company may think fit.

- (iv) To carry on the business of colonizers, developers of modern multi-dimensional residential township, residential complexes, commercial complexes, and providers of hitech infrastructural facilities, telecommunication facilities including but not limited to optical fibre telephone exchanges, earth-stations, bandwidth data communication facilities, power, roads, water and drainage systems as well as management of these business including provision of all related services to them on payment of charges, if any.
- (v) To construct, operate, manage, execute, carry out, equip, support, maintain, improve, work, develop, administer, control and superintend within or outside the country or any where in the world all kinds of works, public or otherwise, buildings, houses and other constructions or conveniences of all kinds, which expression in this memorandum includes roads, railways, and tramways, docks, harbours, Piers, wharves, canals, serial runways and hangers, airports, reservoirs, embankments, irrigations, reclamation, improvements, sewage, sanitary, water, gas, electronic light, Telephonic, telegraphic and power supply works and hotels, cold storages, warehouses, cinema houses, markets, public and other buildings and all other works and conveniences of public or private utility, to apply for purchase or otherwise acquire any contracts, decrease, concessions, for or in relation to the construction, execution, carrying out equipment, improvement, administration or control of all such works and conveniences as aforesaid and to undertake, execute, carry out, dispose of or otherwise turn to account the same.
- (ab) (i) To develop, create, design, license, make, buy, sell software, software packages, to undertake the designing and development of systems and application software and to undertake electronic portal services, electronic commerce, payment gateways, electronic communications, mail messaging, electronic mail, Electronic Data Interchange, internet, intranet and extranet services, web browsing, data warehousing, data mining and electronic storefronts, to set up and run Bulletin Board Services and Web Information Server, provide web hosting services, public domain software services, to rent or buy information to be hosted on the server, publish information on internet, CD-ROMs, paper or any other medium, create and service virtual market networks and any other web services and value added services, to set up or lease Gateway Internet Access Services and to act as system analyst, programmer and data processor.
- (ii) To provide management consultancy, techno economic feasibility studies of projects, design and development of Management Information System, Call centers, Tele services, Remote Services and all kinds of IT enabled services, to set up and run electronic data processing centers and to carry on the business of data processing, word processing and warehousing data conversion, data verification, data search, to maintain

accounts, statements, documents, files or to make and deliver programmes on behalf of clients or for own use, to provide pay roll services, to maintain legal database and to undertake various designing, publishing and printing job orders.

- (iii) To carry on, in India or abroad, the business of manufacturing, developing designing, assembling, fabricating, buying, selling, exporting, importing, processing, distributing, trading, hiring and dealing in all types of computers and micro processor based systems, power supply and signaling control equipments including computer hardware, software, peripherals, parts, components and accessories and related systems, circuit boards, mother boards, disc drives, computerized magnet tapes, magnet drums, magnetic discs, magnetic cards, magnetic core, metallic tools, data communication equipments/products, electronic photo composing machines and other incidental equipments, to develop, create, lay, install, acquire, buy, sell or lease cable, wireless, cellular, basic telephone networks and any other wide area communication network or local area network and to deal in any other manner in all kinds of computers, computer equipments and computer related products, softwares, information technology, books periodicals, journals and other items and to render all other services in connection therewith.

Note :

*Sub-clause (i) has been substituted in the place of the then existing sub-clause and sub-clauses (w) to (z) have been added as per Special Resolution dated 23rd September, 1969 and the Confirmation Order dated 5th January, 1970 of Calcutta High Court.*

*Sub-clauses aa(i) to (v) and ab(i) to (iii) were inserted after sub-clause (z) as per Special Resolution adopted by Postal Ballot on 26th March, 2008 and confirmation thereof by the Central Government.*

4. The liability of the members is limited.
5. The authorised capital of the Company is Rs. 3,51,22,00,000 divided into 35,12,20,000 shares of Rs. 10 each, with power to increase and reduce the capital, to divide the shares in the capital for the time being into several classes, and to attach thereto respectively such special preferential, deferred or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company, to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

Note:

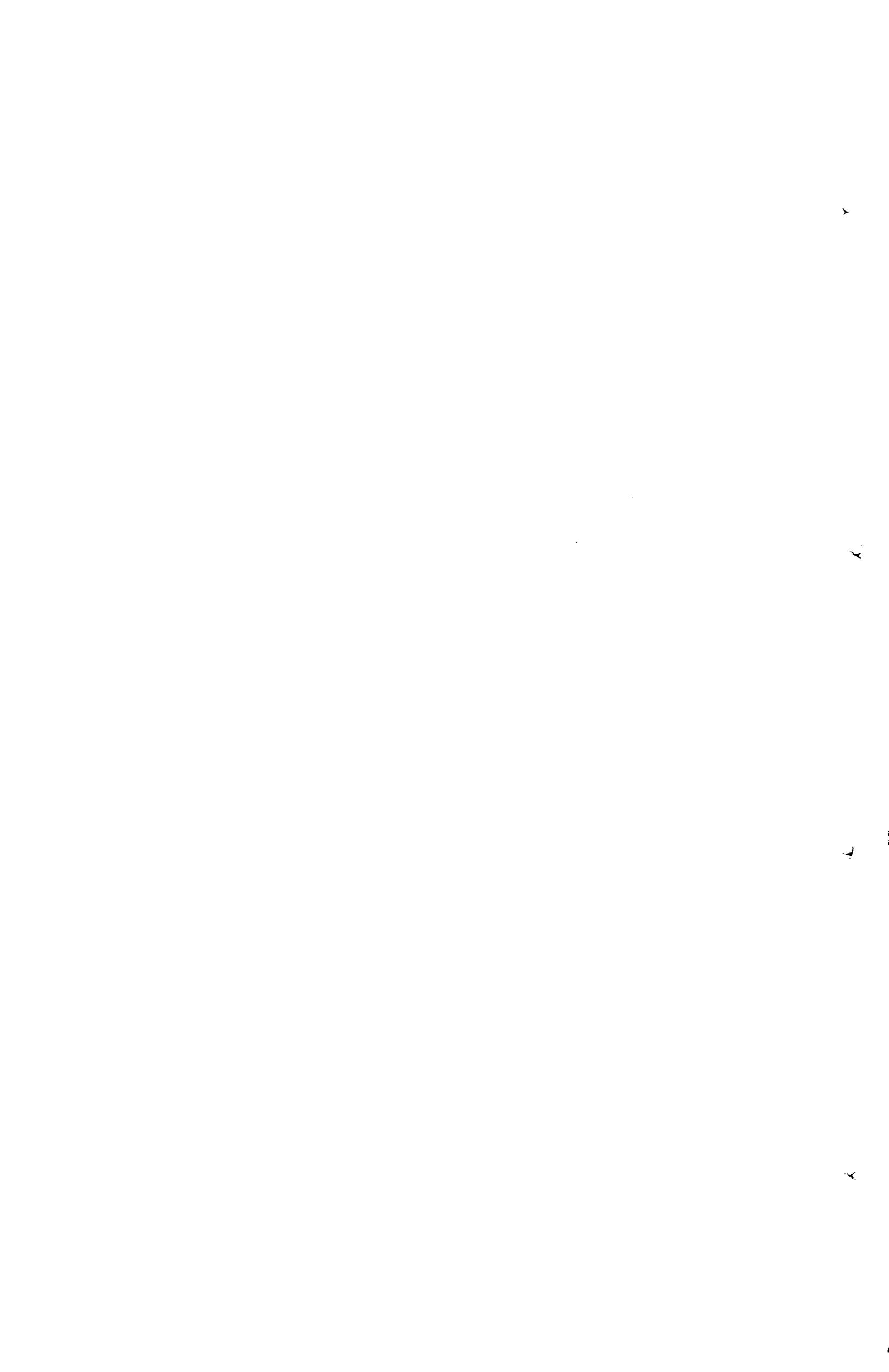
1. *As on the date of adoption of the new articles w.e.f. 23.09.1969, the capital of the Company was Rs. 25,00,000 divided into 1,50,000 equity shares, 50,000 preference shares and 50,000 unclassified shares all of Rs. 10 each.*

2. By a resolution passed and confirmed at an Extraordinary General Meeting of the Company held on 11.05.1976, the reduction in share capital under Sections 100 & 101 of the Companies Act, 1956 to Rs. 23,80,000, on redemption of 12,000 10% cumulative preference shares of Rs. 10 each was approved by the Hon'ble High Court at Calcutta by its order dated 06.09.1976.
3. By a resolution passed and confirmed at an Extraordinary General Meeting of the Company held on 11.05.1976, the authorised capital of the Company was increased to Rs. 25,00,000 by creation of 12,000 10% cumulative preference shares of Rs. 10 each and by reclassifying 50,000 unclassified shares as new equity shares of Rs. 10 each.
4. By a resolution passed and confirmed at the Annual General Meeting of the Company held on 24.07.1980, the authorised capital of the Company was increased to Rs. 1,00,00,000 (Rupees One Crore only) divided into 10,00,000 equity shares of Rs. 10 each.
5. By a resolution passed and confirmed at an Extraordinary General Meeting of the Company held on 07.05.1990, the authorised capital of the Company was increased to Rs. 3,00,00,000 (Rupees Three Crores only) divided into 30,00,000 equity shares of Rs. 10 each.
6. By a resolution passed and confirmed at an Extraordinary General Meeting of the Company held on 29.02.1992, the authorised capital of the Company was increased to Rs. 10,00,00,000 (Rupees Ten Crores only) divided into 1,00,00,000 (One crore) equity shares of Rs. 10 each.
7. As per Scheme of Amalgamation of M/s. UNI Stock Private Limited (i.e. Transferor Company) with the Company (i.e. Transferee Company), sanctioned by the Hon'ble High Court at Calcutta by an order passed on 3rd September, 2008, the authorised share capital of the Company was increased to Rs. 51,17,00,000 (Rupees Fifty One Crore Seventeen Lacs) divided into 5,11,70,000 (Five Crore Eleven Lacs Seventy Thousand) equity shares of Rs. 10 each.
8. As per Scheme of Arrangement between Dhunseri Tea & Industries Limited ("DTIL"), DI Marketing Limited ("DIML"), South Asian Petrochem Limited ("SAPL") and Dhunseri Polycarbonate Limited ("DPL") and their respective shareholders entailing demerger and amalgamation, sanctioned by the Hon'ble High Court at Calcutta by an order passed on 6th May, 2010, the authorised share capital of the Company was increased to Rs. 3,51,22,00,000 (Rupees Three Hundred and Fifty One Crore Twenty Two Lacs) divided into 35,12,20,000 (Thirty Five Crore Twelve Lacs and Twenty Thousand) equity shares of Rs. 10/- each.

We, the several persons whose names are subscribed, are desirous of being formed into a Company in accordance with this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber	Names, Addresses and Descriptions of witnesses
R. V. MANSELL, 1, Clive Street Calcutta Merchant	One	WALTER A. ANDERSON, Solicitor, Calcutta
R. LANGFORD JAMES, 1, Clive Street, Calcutta Merchant	One	
G. TURNBULL, 1, Clive Street, Calcutta Merchant	One	
R. BAKER, 1, Clive Street, Calcutta Merchant	One	
JAS. ELCOCK, 1, Clive Street, Calcutta Merchant	One	
T. C. CRAWFORD, 1, Clive Street, Calcutta Merchant	One	
JOHN D. GATHERAL, 1, Clive Street, Calcutta Merchant	One	

Dated the 4th day of May, 1916.





Words importing the singular number only include the plural number and vice-versa.

Words importing the masculine gender only include the feminine gender.

Words importing persons include corporations.

Table 'A' not to apply

2. Save as provided herein, the regulations contained in Table "A" (in the Schedule 1 to the Act) shall not apply to the Company.

### SHARES

Share Capital

3. The authorised Share Capital of the Company is Rs. 3,51,22,00,000 divided into 35,12,20,000 Equity Shares of Rs. 10 each.

Note:

1. As on the date of adoption of the new articles w.e.f. 23.09.1969, the Capital of the company was Rs. 25,00,000 divided into 1,50,000 equity shares, 50,000 preference shares and 50,000 unclassified shares all of Rs. 10 each.
2. By a resolution passed and confirmed at an Extraordinary General Meeting of the Company held on 11.05.1976, the reduction in share capital under Sections 100 & 101 of the Companies Act, 1956 to Rs. 23,80,000, on redemption of 12,000 10% cumulative preference shares of Rs. 10 each was approved by the Hon'ble High Court at Calcutta by its order dated 06.09.1976.
3. By a resolution passed and confirmed at an Extraordinary General Meeting of the Company held on 11.05.1976, the authorised capital of the Company was increased to Rs. 25,00,000 by creation of 12,000 10% cumulative preference shares of Rs. 10 each and by reclassifying 50,000 unclassified shares as new equity shares of Rs. 10 each.
4. By a resolution passed and confirmed at the Annual General Meeting of the Company held on 24.07.1980, the authorised capital of the Company was increased to Rs. 1,00,00,000 (Rupees One Crore only) divided into 10,00,000 equity shares of Rs. 10 each.
5. By a resolution passed and confirmed at an Extraordinary General Meeting of the Company held on 07.05.1990, the authorised capital of the Company was increased to Rs. 3,00,00,000 (Rupees Three Crores only) divided into 30,00,000 equity shares of Rs. 10 each.
6. By a resolution passed and confirmed at an Extraordinary General Meeting of the Company held on 29.02.1992, the authorised capital of the Company was increased to Rs. 10,00,00,000 (Rupees Ten Crores only) divided into 1,00,00,000 (One crore) equity shares of Rs. 10 each.
7. As per Scheme of Amalgamation of M/s. UNI Stock Private Limited (i.e. Transferor Company) with the Company (i.e. Transferee Company), sanctioned by the Hon'ble High Court at Calcutta by an order passed on 3rd September, 2008, the authorised share capital of the Company was increased to Rs. 51,17,00,000 (Rupees Fifty One Crore Seventeen Lacs) divided into 5,11,70,000 (Five Crore Eleven Lacs Seventy Thousand) equity shares of Rs. 10 each.

8. As per Scheme of Arrangement between Dhunseri Tea & Industries Limited ("DTIL"), DI Marketing Limited ("DIML"), South Asian Petrochem Limited ("SAPL") and Dhunseri Polycarbonate Limited ("DPL") and their respective shareholders entailing demerger and amalgamation, sanctioned by the Hon'ble High Court at Calcutta by an order passed on 6th May, 2010, the authorised share capital of the Company was increased to Rs.3,51,22,00,000 (Rupees Three Hundred and Fifty One Crore Twenty Two Lacs) divided into 35,12,20,000 (Thirty Five Crore Twelve Lacs and Twenty Thousand) equity shares of Rs. 10 each.

4. Subject to the provisions of these Articles and of the Act, the Shares shall be under the control of the Board, who may allot or otherwise dispose of the same to such persons as the Board may think fit. Allotment of Shares

Provided that option or right to call or share shall not be given to any person or persons without the sanction of the Company in General Meeting.

(Proviso added at the end of the Article 4 by a Special Resolution passed on 27.8.93)

5. The Company may subject to compliance with the provisions of Section 76 of the Act exercise the power of paying commission. The Company may also pay a reasonable sum as brokerage. Commission for placing shares.

6. With the previous authority of the Company in General Meeting and the sanction of the Court and upon otherwise complying with Section 79 of the Act, the Board may issue at a discount, shares of a class already issued. Shares at a discount.

7. Subject to the provisions of Section 80 of the Act the Company may issue Preference Shares which are, or at the option of the Company are, liable to be redeemed on such terms and in such manner as the Company may determine. Redeemable Preference Shares.

8. If by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being shall be the member registered in respect of the share or by his executor or administrator. Instalments on shares to be duly paid.

9. Members who are registered jointly in respect of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share. Liability of Joint holders of Shares.

10. Shares may be registered in the name of any person, company or other body corporate. Not more than four persons shall be registered as joint holders of any share. Who may be registered.

#### CERTIFICATES

11. The Certificates of title to shares and duplicates thereof when necessary shall be issued under the Seal of the Company in accordance with the provisions of Section 84 of the Act and the rules prescribed thereunder. Certificates.

Members' right  
to Certificates.

12. Every member shall be entitled to one certificate for all the shares of each class registered in his name, or if the Board so approve to several certificates each for one or more of such shares but in respect of each additional certificate the Directors shall be entitled to charge a fee not exceeding Rs. 2/- if they so decide.

To which of joint  
holders  
Certificates to  
be issued.

13. The Certificates of shares registered in the name of two or more persons shall be delivered to the persons first named on the Register.

#### CALLS

Calls.

14. The Board may, from time to time, subject to the terms on which any shares may have been issued and subject to Section 91 of the Act, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the person and at the time and place appointed by the Directors. A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.

Restriction on  
power to make  
calls.

15. No calls shall be made payable within one month after the last preceding call was payable. Not less than fourteen days notice of any call shall be given specifying the time and place of payment and to whom such calls shall be paid. The option or right to call on shares shall not be given to any person other than the Board of Directors.

When interest  
on call or  
instalment  
payable.

16. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at the rate of 12 percent per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the Board may determine. The Board shall be at liberty to waive payment of any such interest wholly or in part.

Amount payable  
at fixed times or  
by instalments  
payable as calls.

17. If by the terms of issue of any shares or otherwise any amount is made payable at any fixed time or by instalments at fixed times, whether on account of the amount of the shares or by way of premium, every such amount or instalment shall be payable as if it were a call duly made by the Directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount of instalment accordingly.

Evidence in  
actions by  
Company  
against  
shareholders.

18. On the trial or hearing of any action or suit brought by the Company against any shareholder or his representative to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was, when

the claim arose, on the Register of shareholders of the Company as a holder, or one of the holders of the shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company and it shall not be necessary to prove the appointment of the Directors who made any call nor that a quorum of Directors was present at the meeting at which any call was made nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

19. The Board may, if they think fit, receive from any member willing to advance the same, all or any part of the money due upon the shares held by him beyond the sums actually called for and upon the money so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the Board think fit, provided that any amount paid up in advance on shares shall not in respect thereof confer a right to dividend or to participate in profits.

Payment of calls  
in advance.

20. A call may be revoked or postponed at the discretion of the Board.

Revocation of  
call.

#### FORFEITURE AND LIEN

21. If any member fails to pay any call or instalment on or before the day appointed for the payment of the same, the Board may at any time thereafter during such time as the call or instalment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and expenses that may have been incurred by the Company by reason of such non-payment.

If call or  
instalment not  
paid notice may  
be given.

22. The notice shall name a day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which such call was made or instalment is payable will be liable to be forfeited.

Form of notice.

23. If the requisitions of any such notice as aforesaid be not complied with, any shares, in respect of which notice has been given, may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

If notice not  
complied with  
share may be  
forfeited.

24. When any share shall have been so forfeited, notice of forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be in any manner invalidated by an omission or neglect to give notice or to make such entry as aforesaid.

Notice after  
forfeiture.

**Forfeited share to become property of the Company.**

25. Any share so forfeited shall be deemed to be the property of the Company, and the Board may sell, re-allot or otherwise dispose of the same in such manner as they think fit.

**Power to annul forfeiture.**

26. The Board may, at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

**Liability on forfeiture.**

27. Any member whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall notwithstanding be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon, from time of forfeiture until payment at the rate of 12 percent per annum and the Directors may enforce payment thereof without any deduction or allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so.

**Evidence of forfeiture.**

28. A duly verified declaration in writing that the declarant is a Director of the Company, and that certain shares in the Company have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares and such declaration and the receipt of the Company for the consideration, if any, given for the shares on the sale or disposition thereof shall constitute a good title to such shares, and the person to whom the shares are sold shall be registered as the holder of such shares and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity or invalidity in the proceedings in reference to such forfeiture, sale or disposition.

**Company's lien on shares.**

29. (1) The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called, or payable at a fixed time in respect of that share. Provided that the Board of Directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

(2) The Company's lien, if any, on a share shall extend to all dividends payable thereon.

**As to enforcing lien by sale.**

30. The Company may sell, in such manner as the Board thinks fit, any shares on which the Company has a lien.

Provided that no sale shall be made -

a) Unless a sum in respect of which the lien exists is presently payable or

b) Until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares or the person entitled thereto by reason of his death or insolvency.

31. (1) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. Validity of sale.

(2) The purchaser shall be registered as the holder of the shares comprised in any such transfer:

(3) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

32. (1) The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable. Application of sale proceeds.

(2) The residue, if any, shall subject to a like lien for sums not presently payable as existed upon the shares before the sale be paid to the person entitled to the shares at the date of the sale.

33. Where any shares under the powers in that behalf herein contained are sold by the Board and the Certificate thereof has not been delivered upto the Company by the former holder of the said shares, the Board may issue a new certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up. Board may issue new Certificates.

#### TRANSFER AND TRANSMISSION

34. Subject to the provisions of Section 108 of the Act, no transfer of shares shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee has been delivered to the Company together with the certificate or, if no such certificate is in existence, the letter of allotment of the shares. The transferor shall be deemed to remain the member in respect of such share until the name of the transferee is entered in the Register in respect thereof. Registration of transfer of shares.

34A. Transfer of shares or consolidation of share certificates in whatever lot should not be refused, though there would be no objection to the Company refusing to split a share certificate into several scrips of very small denominations or to consider a proposal for transfer of shares comprised in a share certificate to several parties, involving such splitting, if on the face of it such splitting/transfer appears to be unreasonable or without a genuine need.

*(New Article 34A substituted by a Special Resolution passed on 27th August, 1993)*

35. The instrument of transfer shall be in the form prescribed by the Act or the Rules made thereunder or where no such form is prescribed in the usual common form or any other form approved by Stock Exchange in India or as near thereto as circumstances will admit. Form of transfer.

36. Application for the registration of the transfer of a share may be Application by transferor

made either by the transferor or the transferee, provided that, where such application is made by the transferor, no registration shall in the case of a partly paid shares be effected unless the Company gives notice of the application to the transferee in the manner prescribed by Section 110 of the Act, and subject to the provisions of these Articles of the Company, shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the Register of Members the name of the transferee in the same manner and subject to the same conditions as if the application for registration was made by the transferee.

In what cases  
Board may  
refuse to  
register transfer.

37. The Directors may decline to register any transfer of shares, subject to the provisions of Section 111 of the Act, Section 22A of the Securities Contracts (Regulation) Act, 1956, or any other law for the time being in force and whether the transferee is a member of the Company or not, giving reasons for such refusal and may also decline to register any transfer of shares on which the Company has a lien. The registration of a transfer shall be conclusive evidence of the approval by the Board of the transferee but so far only as regards the share or shares in respect of which the transfer is so registered and not further or in respect of other transfer of other shares applied for in the name of such transferee or otherwise. Provided however registration of a transfer shall not be refused on the grounds of the transferor being either alone or jointly with any other person or persons indebted to the Company or any account whatsoever, unless the Company has a lien on the shares.

*(Existing Article 37 was substituted by a Special Resolution passed on 7.5.90)*

No transfer to  
minor, etc.

Transfer to be  
left at Office and  
when to be  
retained.

38. No transfer shall be made to a minor or person of unsound mind.

39. Every instrument of transfer shall be left at the Office for registration, accompanied by the certificate of the shares to be transferred or if no such certificate is in existence by the letter of allotment of the shares and such other evidence as the Board may require to prove the title of the transferor or his right to transfer the shares. Every instrument of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Board may refuse to register shall be returned to the person depositing the same.

Notice of refusal  
to register  
transfer.

40. If the Board refuses to register the transfer of any shares, the Company shall, within \* one month from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor notice of the refusal.

*(\* amended on 27.8.93)*

No fee to be  
charged.

41. No fee shall be charged by the Company for registration of any transfer, probate etc.

42. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to the shares registered in the name of such member, and in case of the death of any one or more of the joint holders of any share, the survivors shall be the only persons recognised by the Company as having any title to or interest in such shares, but nothing herein contained shall be taken to release the estate of a deceased joint holder from any liability on shares held by him jointly with any other person. Before recognising any executor or administrator the Directors may require him to obtain a Grant of Probate or Letters of Administration or other legal representation as the case may be from some competent Court. Provided nevertheless that in any case where the Directors in their absolute discretion think fit, it shall be lawful for the Directors to dispense with the production of Probate or Letters of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Directors in their absolute discretion, may consider necessary.

Transmission of registered shares.

43. Any committee or guardian of a lunatic or minor member or any person becoming entitled to transfer of share in consequence of the death, bankruptcy or insolvency of any member upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title as the Directors think sufficient may with the consent of the Directors (which they shall not be under any obligation to give) be registered as a member in respect of such shares, or may subject to the regulations as to transfer herein before contained, transfer such shares. This Article is herein-after referred to as "Transmission Article".

As to transfer of shares of insane, minor, deceased or bankrupt members.

43A. Notwithstanding anything contained in Articles 42 & 43 or in any other law for the time being in force, where a nomination has been made in the manner prescribed in Section 109A of the Act, purporting to confer on any person the right to vest the shares in, or debentures of the Company, the nominee shall, on the death of the shareholder or holder of debentures of the Company or, as the case may be, on the death of the joint holders, become entitled to all the rights in the shares or debentures of the Company to the exclusion of all other persons, unless the nomination is varied or cancelled in the prescribed manner and the provisions contained in Sections 109A and 109B of the Act, shall be applicable to such cases.

Nomination.

*(Special Resolution approving insertion of the above Article, was adopted at the Annual General Meeting held on 14.9.99.)*

44. (1) If the person so becoming entitled under the Transmission Article shall elect to be registered as a member in respect of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

Election under the Transmission Articles.

(2) If the person aforesaid shall elect to transfer the share he shall testify his election by executing an instrument of transfer of the share.

(3) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of an instrument of transfer of a share shall be applicable to any notice of transfer as aforesaid as if the death, lunacy, bankruptcy or insolvency of the member had not occurred and the notice of transfer was a transfer signed by that member.

Right of persons entitled to shares under the Transmission Article.

45. A person so becoming entitled under the Transmission Article to a share by reason of the death, lunacy, bankruptcy or insolvency of a member shall, subject to the provisions of these Articles and Section 206 of the Act, be entitled to the same dividends and other advantages to which he would be entitled if he were the member registered in respect of the share.

Provided that the Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share, until the requirements of the notice have been complied with.

#### INCREASE AND REDUCTION OF CAPITAL

Power to increase capital.

46. The Company may from time to time in General Meeting increase the Capital by the creation of further shares of such amount as may be deemed expedient.

On what conditions further shares may be issued.

47. Subject to any special rights or privileges for the time being attached to any issued shares, the further shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the resolution creating the same shall direct, and if no direction be given, in the manner provided in Section 81 of the Act.

Provisions relating to the issue.

48. Before the issue of any further shares, the Company in General Meeting may subject to the provisions of the Act make, provisions as to the allotment and issue of the further shares and in particular may determine to whom the same shall be offered in the first instance and whether at par or at a premium or at a discount.

How far further shares to rank with shares in original capital.

49. Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of further shares shall be considered part of the then existing Capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

Inequality in number of further shares.

50. If owing to any inequality in the number of further shares to be issued and the number of shares held by members entitled to have the offer of such further shares, any difficulty shall arise in the apportionment

of such further shares or any of them amongst the members such difficulty shall, in the absence of any direction in the resolution creating the shares by the Company in General Meeting be determined by the Directors.

51. The Company may from time to time by Special Resolution reduce its capital and any share premium account or capital redemption reserve account in any manner and with, and subject to any incident authorised, and consent required by law.

Reduction of Capital etc.

51A. Subject to the provisions of the Companies Act, 1956 the Company may purchase its own shares as and when considered necessary and upto such limits, upon such terms and conditions and subject to such approvals as permitted by law.

Buy-Back of Shares.

*(Special Resolution approving insertion of the above Article was adopted at the Annual General Meeting held on 14.9.99.)*

#### ALTERATION OF CAPITAL

52. The Company by Ordinary Resolution may from time to time :-

Power to subdivide and consolidate.

a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.

b) sub-divide its share or any of them into shares of smaller amount than is fixed by the Memorandum so however, that in the subdivision the proportion between the amount paid and the amount, if any unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

c) cancel any shares which at the date of the passing of the resolution, have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

53. The resolution whereby any share is sub-divided may determine that as between the members registered in respect of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, Capital, voting or otherwise over or as compared with the other or others subject nevertheless to the provisions of Sections 85, 87, 88 and 106 of the Act.

Sub-division into Preference and Equity.

54. Subject to the provisions of Section 100 to 105 of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed of all or any of his share.

Surrender of shares.

#### CONVERSION OF SHARES INTO STOCK

55. The Company may exercise the powers of conversion of its shares into stock and vice versa and in that case Articles 37 to 39 of Table "A" to Schedule 1 of the Act shall apply.

Conversion of shares into stock and reconversion.

## MODIFICATION OF RIGHTS

Power to modify rights.

56. Whenever the Capital (by reason of the issue of Preference shares or otherwise) is divided into different classes of shares, all or any of the rights and privileges attached to each class may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of special resolution passed at a Separate General Meeting of the holders of shares of that class subject to the provisions of Sections 106 and 107 of the Act. All the provisions hereinafter contained as to General Meetings shall *mutatis mutandis*, apply as regards meetings if any, to be held for the purpose.

## DEMATERIALISATION OF SECURITIES

Definitions.

56A. 1. For the purpose of this Article :-

'Beneficial Owner' means a person or persons whose name is recorded as such with a depository;

'SEBI' means the Securities and Exchange Board of India;

'Depository' means a company formed and registered under the Companies Act, 1956, and which has been granted a certificate of registration to act as a depository under the Securities and Exchange Board of India Act, 1992 ; and

'Security' means such security as may be specified by SEBI from time to time.

Dematerialisation of Securities.

2. Notwithstanding anything contained in these Articles, the Company shall be entitled to dematerialise its securities and to offer securities in a dematerialised form pursuant to the Depositories Act, 1996.

Options for Investors.

3. Every person subscribing to securities offered by the Company shall have the option to receive security certificates or to hold the securities with a depository. Such a person who is the beneficial owner of the securities can at any time opt out of a depository, if permitted by the law, in respect of any security in the manner provided by the Depositories Act, and the Company shall, in the manner and within the time prescribed, issue to the beneficial owner the required certificates of Securities.

If a person opts to hold his security with a depository, the Company shall intimate such depository the details of allotment of the security, and on receipt of the information, the depository shall enter in its record the name of the allottee as the beneficial owner of the security.

Securities in depositories to be in fungible form.

4. All securities held by a depository shall be dematerialised and be in fungible form. Nothing contained in Sections 153, 153A, 153B, 187B, 187C and 372 of the Act shall apply to a depository in respect of the securities held by it on behalf of the beneficial owners.

Rights of depositories and beneficial owners.

5. (a) Notwithstanding anything to the contrary contained in the Act or these Articles, a depository shall be deemed to be the registered

owner for the purposes of effecting transfer of ownership of security on behalf of the beneficial owner.

(b) Save as otherwise provided in (a) above, the depository as the registered owner of the securities shall not have any voting rights or any other rights in respect of the securities held by it.

(c) Every person holding securities of the Company and whose name is entered as the beneficial owner in the records of the depository shall be deemed to be a member of the Company. The beneficial owner of securities shall be entitled to all the rights and benefits and be subject to all the liabilities in respect of his securities which are held by a depository.

6. Notwithstanding anything in the Act or these Articles to the contrary, where securities are held in a depository, the records of the beneficial ownership may be served by such depository on the Company by means of electronic mode or by delivery of floppies or discs. Service of documents.

7. Nothing contained in Section 108 of the Act or these Articles shall apply to a transfer of securities effected by a transferor and transferee both of whom are entered as beneficial owners in the records of a depository. Transfer of securities.

8. Notwithstanding anything in the Act or these Articles, where securities are dealt with by a depository, the Company shall intimate the details thereof to the depository immediately on allotment of such securities. Allotment of securities dealt with in a depository

9. Nothing contained in the Act or these Articles regarding the necessity of having distinctive numbers for securities issued by the Company shall apply to securities held with a depository, Distinctive numbers of securities held in a depository

10. The Register and Index of beneficial owners maintained by a depository under the Depositories Act, 1996, shall be deemed to be the Register and Index of Members and Security holders for the purposes of these Articles. Register and index of beneficial owners.

*(The above Article was inserted by a Special Resolution passed at the Annual General Meeting held on 12.9.2000.)*

#### REMATERIALISATION OF SECURITIES

56B. The rematerialisation of shares held in demat form in whatever lot shall be permitted but the Company may in its absolute discretion refuse the rematerialisation, if it is required to split the demat shares into several scrips of very small denominations or if it appears to be unreasonable or without a genuine need. Rematerialisation of Securities

*(The above Article was inserted by a Special Resolution passed at the Annual General Meeting held on 20.9.2001.)*

#### BORROWING POWERS

57. The Board may from time to time at their discretion raise or borrow and secure the payment of any sum or sums of money for the purpose of the Company, and may themselves lend to the Company on security or otherwise. Power to borrow

58. The Board may raise or secure the repayment of any sum or sums in such manner and upon such terms and condition in all respects as they think fit, and in particular by the creation of any mortgage or charge on the undertaking or the whole or any part of the property, present or future, or uncalled capital of the Company or by the issue of bonds, perpetual or Conditions on which money may be borrowed.

redeemable, debentures or debentures-stock of the Company charged upon all or any part of the property of the Company both present and future including its uncalled capital for the time being.

Issue at discount etc. or with special privilege.

59. Any debenture, debentures-stock, bonds or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending at General Meeting of the Company, appointment of Directors and otherwise, Debentures, Debenture-stocks, bonds and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued, subject to Section 81(3) of the Act.

\* Debentures/Bonds, Debenture-Stock or other Securities with the right to conversion into or allotment of shares shall be issued only with the consent of the Company in General Meeting.

(\* Added by a Special Resolution passed on 27.8.93)

Transfer and Transmission of Debentures.

60. The provisions of Articles 34 to 45 hereof shall also apply in respect of transfer and transmission of Debentures as are applicable to shares.

#### GENERAL MEETINGS

When Annual General Meetings to be held.

61. In addition to any other meetings, General meetings of the Company shall be held within such intervals as are specified in Section 166 (1) of the Act and, subject to the provisions of Section 166 (2) of the Act, at such times and places as may be determined by the Board. Each such General Meeting shall be called an "Annual General Meeting" and shall be specified as such in the notice convening the meeting. Any other meeting of the Company shall be called an "Extra-ordinary General Meeting".

When Extra-Ordinary General Meetings to be called.

62. The Board may, whenever it thinks fit, and it shall on the requisition of the members in accordance with Section 169 of the Act proceed to call an Extra-ordinary General Meeting. The requisitionists may, in default of the Board convening the same, convene the Extra-ordinary General Meeting as provided by Section 169 of the Act, provided that unless the Board shall refuse in writing to permit the requisitionists to hold the said meeting at the Office, it shall be held at the Office.

Circulation of members' resolutions.

63. The Company shall comply with the provisions of Section 188 of the Act as to giving notice of resolutions and circulating statements on the requisition of members.

Notice of Meeting.

64. Subject to the provisions of Sections 171 and 176(2) of the Act notice of every meeting of the Company shall be given to such persons and in such manner as provided by Section 172 of the Act. Where any business consists of "Special business" as hereinafter defined in Article 64 there shall be annexed to the notice a statement complying with Section 173(2) and (3) of the Act.

The accidental omission to give any such notice to or its non-receipt by any member or other person to whom it should be given shall not invalidate the proceedings of the meeting.

### PROCEEDINGS AT GENERAL MEETINGS

65. The ordinary business of an Annual General Meeting shall be to receive and consider the Profit and Loss Account, the Balance Sheet and the Reports of the Directors and the Auditors, to elect Directors in the place of those retiring by rotation, to appoint Auditors and fix their remuneration and to declare dividends. All other business transacted at an Annual General Meeting and all business transacted at an Extra-ordinary General Meeting shall be deemed special business.

Business of Meetings.

66. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided five members personally present shall be a quorum.

Quorum to be present when business commenced.

67. If within half-an-hour from the time appointed for the meeting a quorum be not present, the meeting, if convened upon the requisition of members as aforesaid, shall be dissolved ; but in any other case it shall stand adjourned in accordance with the provisions of sub-section (3), (4) and (5) of Section 174 of the Act.

When, if quorum not present, meeting to be dissolved and when to be adjourned.

68. The Chairman of the Board shall be entitled to take the Chair at every General Meeting. If there be no such Chairman or if at any meeting he shall be not present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act, the members present shall choose another Director as Chairman; and if no Director be present or if all the Directors present decline to take the chair then the members present shall choose one of their numbers being a member entitled to vote to be the Chairman of the meeting.

Chairman of General Meeting.

69. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the Chairman shall both on a show of hands and at the poll, have a casting vote in addition to the vote or votes to which he may be entitled as member.

How questions to be decided at meeting.

70. At any General Meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded in accordance with the provisions of Section 179 of the Act, a declaration by the Chairman that the resolution has or has not been carried, or has or has not been carried either unanimously or by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes cast in favour of, or against the resolution.

What is to be evidence of the passing of a resolution where poll not demanded.

71. (1) If a poll be demanded as aforesaid it shall be taken forthwith on a question of adjournment or election of a Chairman and in any case in such

Poll.

manner and at such time, not being later than forty-eight hours from the time when the demand was made, and at such place as the Chairman of the meeting directs, and subject as aforesaid, either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the decision of the meeting on the resolution on which the poll was demanded.

(2) The demand of a poll may be withdrawn at any time.

(3) Where a poll is to be taken the Chairman of the meeting shall appoint two scrutineers, one at least of whom shall be a member (not being an officer or employee of the Company) present at the meeting provided such a member is available and willing to be appointed, to scrutinise the votes given on the poll and to report to him thereon.

(4) On a poll a member entitled to more than one vote, or his proxy or other person entitled to vote for him, as the case may be, need not, if he votes, use all his votes or cast in the same way all the votes he uses.

(5) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

(6) The decision of the Chairman on any difference between the scrutineers shall be conclusive.

*(The above Article No. 71(6) was inserted by a Special Resolution passed at the Annual General Meeting held on 4.9.2010.)*

Power to  
adjourn General  
Meeting.

72. (1) The Chairman of a General Meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(2) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid and as provided in Article 67 it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### VOTES OF MEMBERS

Votes of  
members.

73. (1) On a show of hand every member present in person shall have one vote and every person either as a General or Special proxy as defined by Article 76 hereof, if he is not entitled to vote in his own right, or as a duly authorised representative of a body corporate, shall have one vote.

(2) On a poll the voting rights of a holder of Equity Shares shall be as specified in Section 87 of the Act.

(3) The holder of a Preference Share shall not be entitled to vote

at General Meetings of the Company except as provided for in Section 87 of the Act. At any meeting at which or upon any question which holders of the said Preference Shares are entitled to vote the said Preference Shares shall on a show of hands and on a poll confer the same voting rights as Equity Shares.

(4) No Company or body corporate shall vote by proxy so long as a resolution of its Board of Directors under the provisions of Section 187 of the Act is in force and the representative named in such resolution is present at the General Meeting at which the vote by proxy is tendered.

74. Any person entitled under the Transmission Article to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he was the registered holder of such shares, provided that forty-eight hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares or the Directors shall have previously admitted his right to vote at such meeting in respect thereof. If any member be a lunatic, idiot or *non compos mentis*, he may vote (whether by a show of hands or at a poll) by his committee, *curator bonis* or other legal curator and such last mentioned persons may give their votes by proxy.

Votes in respect of deceased, insane and insolvent members.

75. Where the President of India or the Governor of a State is a member of the Company, the President or, as the case may be, the Governor may appoint such person as he thinks fit to act as his representative at any meeting of the Company or at any meeting of any class of members of the Company and such a person shall be deemed to be a member of the Company and shall be entitled to exercise the same rights and powers including the right to vote by proxy, as the President or, as the case may be, the Governor could exercise as a member of the Company.

Procedure where the President of India or the Governor of a State is a member of the Company.

76. When there are joint registered holders of any share, any one of such persons may vote at any meeting either personally or by proxy in respect of such share as if he was solely entitled thereto; and if more than one of such joint holders be present at any meeting either personally or by proxy, then one of the said persons, so present whose name stands first on Register in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.

Joint holders.

77. Votes may be given either personally or by proxy, and in the case of a Company, by a representative duly authorised as aforesaid.

Proxies permitted.

78. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his Attorney duly authorised in writing or if such appointor is a corporation under its common seal or the hand of its Attorney. A proxy who is appointed for a specified meeting only shall be called a Special Proxy.

Instrument appointing a proxy to be in writing.

Instrument appointing a proxy to be deposited at office

79. The instrument appointing a proxy and the Power of Attorney or other authority (if any) under which it is signed or a notarially certified copy of that power of authority, shall be deposited at the Office not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

When vote by proxy valid though authority revoked.

80. A vote given in accordance with the terms of an instrument appointing a proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument of transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, insanity revocation or transfer of the shares shall have been received at the office before the meeting. Provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence of an instrument of proxy and that the same has not been revoked.

Form of instrument appointing a Special proxy.

81. Every instrument appointing a Special Proxy shall as nearly as circumstances admit be in any of the forms set out in Schedule IX to the Act.

Restrictions on voting

82. No member shall be entitled to exercise any voting rights either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has and has exercised any right of lien.

Validity of vote

83. (1) Any objection as to the admission or rejection of a vote on a show of hands or on a poll made in due time, shall be referred to the Chairman who shall forthwith determine the same, and such determination shall be final and conclusive

(2) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes.

**DIRECTORS**

Number of Directors

84. Until otherwise determined by the Company in General Meeting the number of Directors of the Company shall not be less than three nor more than twelve.

*(Vide Postal Ballot held on 27<sup>th</sup> May 2010 the shareholders approved the increase in number of Directors from 12 (twelve) to 18 (eighteen) and Central Government had approved the same vide its letter dated 20<sup>th</sup> September 2010 with the condition that " The increase in number of Directors has to be given effect within a period of one year from the date of issue of the order failing which the approval shall lapse". Since no additional director was appointed in the Company within the one year time period the maximum number of directors stands at 12 (twelve).*

Directors

85. As on the date of adoption of these Articles, the persons hereinafter named are the Directors of the Company.

- R.K Dhanuka, Esq
- H.P Dhanuka, Esq
- S.R. Daga, Esq

- 4. S.L Dhanuka , Esq
- 5. P.L Dhanuka, Esq

86. The Board shall have power at any time and from time to time to appoint any person as a Director as an addition to the Directors but so that the total number of Directors shall not at any time exceed the maximum number fixed by the Articles. Any Director so appointed shall hold office only until the next Annual General Meeting of the Company and shall be eligible for re-election.

Power of Directors to add to its numbers.

87. Every Director shall be paid a fee \*of such amount as may be permissible under the Act or the Rules made thereunder or such less sum as may be determined by the Board for each meeting of the Board or its Committee attended by him. The Directors shall also be entitled to be paid their reasonable travelling and hotel and other expenses incurred in consequence of their attending at Board and Committee meetings and otherwise incurred in the execution of their duties as Directors.

Director's fees and expenses.

( \* amended by a Special Resolution passed on 7.5.90 )

88. The Directors shall be entitled to receive a commission of 1% on the net profits of the Company in each financial year (to be computed in the manner prescribed in Section 198 of the Act), such commission to be divided between the members of the Board in the proportion which the number of meetings of the Board attended by each Director during the financial year in respect of which commission is paid, bears to the aggregate number of Board meetings attended by the members of the Board during such financial year. All other remuneration, if any, payable by the Company to each Director whether in respect of his services as a Managing Director or a Director in the whole or part time employment of the Company shall be determined in accordance with and subject to the provisions of these Articles and of the Act.

An article for giving 1% remuneration to the Directors on profits.

89. If any Director, being willing, shall be called upon to perform extra services or to make any special exertions in going or residing away from Calcutta for any of the purposes of the Company or in giving special attention to the business of the Company or as a member of a Committee of the Board then subject to Sections 198, 309 and 310 of the Act, the Board may remunerate the Director, so doing either by a fixed sum or by a percentage of profits or otherwise and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled.

Remuneration for extra service.

90. A Director of this Company may be or become a director of any company promoted by this Company or in which it may be interested as a vendor shareholder or otherwise, and no such Director shall be accountable for any benefits received as a director or member of such company.

Where Director of this Company appointed Director of company in which this Company is interested.

91. Unless otherwise determined by the Company in General Meeting, a Director shall not require a share qualification.

Qualification of Directors.

92. The continuing Directors may act notwithstanding any vacancy in their body ; but so that if the number falls below the minimum number above fixed the Directors shall not, except for the purpose of filling vacancies, act so long as the number is below the minimum.

Board may act notwithstanding vacancy.

Vacation of office of Director.

93. The office of the Director shall be deemed to have been vacated :
- a) Ipso facto, in the eventualities mentioned in the Section 283 of the Act.
  - b) In the event of the resignation by a Director or the withdrawal of his nomination in the case of a nominated Director, on the date on which the letter of resignation or letter of withdrawal of his nomination, as the case may be, is received by the company.

*( Existing Article No. 93 was substituted by a Special Resolution passed at the Annual General Meeting held on 4.9.2010 )*

Holding of office or place of profit under the Company or its subsidiary.

94. Any Director or other person referred to in Section 314 of the Act may be appointed to or hold any office or place of profit under the Company or under any subsidiary of the Company in accordance with the provisions of Section 314 of the Act.

Conditions under which Directors may contract with Company.

95. Subject to the provisions of Section 297 of the Act, a Director shall not be disqualified from contracting with the Company either as vendor, purchaser or otherwise for goods, materials or services or for underwriting the subscription of any shares in or debentures of the Company nor shall any such contract or arrangement entered into by or on behalf of the Company with a relative of such Director, or a firm in which such Director or relative is a partner or with any other partner in such firm or with a private Company of which such Director is a member or director be avoided nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established.

Disclosure of a Director's interest.

96. Every Director shall comply with the provisions of Section 299 of the Act in regard to disclosure of his concern or interest in any contract or arrangement entered into or to be entered into by the Company.

Discussion and voting by Director Interested.

97. Save as permitted by Section 300 of the Act or any other applicable provision of the Act no Director shall, as a Director, take part in the discussion of, or vote on any contract or arrangement in which he is in any way whether directly or indirectly interested or concerned, nor shall his presence count for the purpose of forming a quorum at the time of such discussion or vote.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

Board may fill up casual vacancies.

98. Any casual vacancy occurring among the Directors may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred. Provided that the Directors shall not fill a casual vacancy by appointing any person who has been removed from the office of a Director of the Company under Article 104 hereof.

Power to nominate Directors.

99. Subject to the provisions of the Act, the Central Government or any State Government or Credit Institution or other body corporate if so agreed between them and the Company, shall be at liberty to nominate Directors in terms of agreement. The provisions regarding the retirement of Directors by rotation shall not apply to such Directors.

100. The Board may appoint any person to act as alternate Director for a Director during the later's absence for a period of not less than three months from the State in which meetings of the Directors are ordinarily held and such appointment shall have effect and such appointee, whilst he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat accordingly; but he shall not be required to hold any qualification, if any, and shall *ipso facto* vacate office if and when the absent Director returns to the State in which meetings of the Directors are ordinarily held or the absent Director vacates office as a Director.

Power to appoint alternate Director.

101. At each Annual General Meeting of the Company one-third of such of the Directors for the time being as are liable to retire by rotation, or if their number is not three or a multiple of three, then the number nearest to one-third shall retire from office. The Managing Director(s), Deputy Managing Director(s), Whole Time Director(s) and Executive Director(s) shall not be liable to retire by rotation within the meaning of this Article, unless otherwise decided by the Board.

Rotation and retirement of Directors.

*( Existing Article No. 101 was substituted by a Special Resolution passed at the Annual General Meeting held on 4.9.2010 )*

102. Not less than two-thirds of the total number of Directors should be persons whose period of office is liable to determination by retirement of Directors by rotation.

Proportion to retire by rotation.

103. The Directors to retire by rotation at every Annual General Meeting shall be those who have been longest in office since their last appointment, but as between persons who became Directors on the same day those to retire shall, in default of and subject to any agreement among themselves, be determined by lot.

Which Directors to retire.

(A) A retiring Director shall be eligible for re-election & shall act as a Director through out the meeting at which he retires.

*( The above Article No. 103(A) was inserted by a Special Resolution passed at the Annual General Meeting held on 4.9.2010. )*

104. The Company may, subject to the provisions of Section 284 of the Act, by Ordinary Resolution of which Special Notice has been given, remove any Director before the expiration of his period of Office and may by Ordinary Resolution of which Special Notice has been given, appoint another person in his stead, if the Director so removed was appointed by the Company in General Meeting or by the Board under Article 98 hereof. The person so appointed shall hold office until the date up to which his predecessor would have held office if he had not been so removed. If the vacancy created by the removal of a Director under the provisions of this Article is not so filled by the meeting at which he is removed the Board may at any time thereafter fill such vacancy under the provisions of Article 94.

Power to remove Director by Ordinary Resolution on Special Notice.

### PROCEEDINGS OF DIRECTORS

105. The Board shall meet together at least once in every three months for the despatch of business and may adjourn and otherwise regulate its meetings and proceedings as it thinks fit. Notice in writing of every meeting of the Board shall be given to every Director for the time being in India, and at his usual address in India to every other Director. Unless otherwise determined from time to time and at any time by the consent of all the Directors for the time

Meetings of Board.

being in India, meetings of the Board shall take place at the office.

Director may  
summon  
meeting.

106. A Director may, at any time, and the Secretary shall, upon the request of a Director made at any time, convene a meeting of the Board.

Quorum

107. The quorum for a meeting of the Directors shall be determined from time to time in accordance with the provisions of Section 287 of the Act. If a quorum shall not be present within fifteen minutes from the time appointed for holding a meeting of the Directors, it shall be adjourned until such date and time as the Directors present shall appoint.

Powers to  
Quorum.

108. A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the Articles of the Company for the time being vested in or exercisable by the Directors generally.

Chairman of  
Board of  
Directors.

109. The Board may choose one of their number to be Chairman and the Director so chosen shall continue as Chairman until otherwise determined by the Directors. If at any meeting of the Board the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be the Chairman of such meeting:

How questions  
to be decided.

110. Subject to the provisions of Sections 316, 372(5) and 386 of the Act, questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the Chairman shall have a second or casting vote.

Powers to appoint  
committee and to  
delegate.

111. The Board may from time to time subject to the provisions of the Act delegate any of their powers to Committee consisting of such member or members of their body as they think fit, and may from time to time revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors.

Proceedings of  
the Committee.

112. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors so far as the same are applicable thereto, and are not superseded by any regulations made by the Directors under the last preceding Article.

When acts of  
Directors of  
Committee valid  
notwithstanding  
defective  
appointment etc.

113. All acts done by any meeting of the Board or by a Committee of Directors, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director, provided that nothing in this Article shall be deemed to give validity to acts done by a Director after the appointment of such Director has been shown to be invalid.

114. Save in those cases where a resolution is required by Sections 262, 293, 297, 316, 372(5) and 386 of the Act or any other provisions of the Act to be passed at a meeting of the Board, a resolution shall be as valid and effectual as if it had been passed at a meeting of the Board, or Committee of the Board, as the case may be, duly called and constituted, if it is passed by circulation in the manner provided in Section 289 of the Act.

Resolution without Board meeting.

### MINUTES

115. (1) The Board shall, in accordance with the provisions of Section 193 of the Act, cause minutes to be kept of every General Meeting of the Company and of every meeting of the Board or of every Committee of the Board,

Minutes to be made.

(2) Any such Minutes of any meeting of the Board or of any Committee of the Board or of the Company in General Meeting, if kept in accordance with the provisions of Section 193 of the Act, shall be evidence of the matters stated in such Minutes. The Minute Books of General Meetings of the Company shall be kept at the Office and shall be open to inspection by members during the hours of 10 a.m. and 12 noon on such business days as the Act requires them to be open for inspection.

### POWERS OF BOARD

116. Subject to the provisions of the Act, the control of the Company shall be vested in the Board who shall be entitled to exercise all such powers and to do all such acts and things as may be exercised or done by the Company and are not hereby or by law expressly required or directed to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of any law and of these presents and to any regulations not being inconsistent with these presents from time to time made by the Company in General Meeting; provided that no regulation so made shall invalidate any prior act of the Board, which would have been valid if such regulation had not been made.

General Powers of the Company vested in the Board.

117. Without prejudice to the general powers conferred by the preceding article the Board may from time to time and at any time subject to the restrictions contained in the Act delegate to any of the Directors, Managing Director(s), Deputy Managing Director(s), Whole Time Director(s), Executive Director (s), managers, secretaries, officers, assistants and other employees or other persons (including any firm or body corporate) any of the powers, authorities and discretions for the time being vested in the Board.

Power to delegate.

*( Existing Article No. 117 was substituted by a Special Resolution passed at the Annual General Meeting held on 4.9.2010 )*

118. All deeds, agreements and documents and all cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted or endorsed or otherwise executed, as the case may be by such person (including any firm or body corporate) whether in the employment of the Company or not and in such manner as the Board shall from time to time by resolution determine.

Signing of documents.

Management  
abroad.

119. The Board may make such arrangements as may be thought fit for the management of the Company's affairs abroad, and may for this purpose (without prejudice to the generality of their powers) appoint local bodies, and agents and fix their remuneration, and delegate to them such powers as may be deemed requisite or expedient. The foreign seal shall be affixed by the authority and in the presence of and instruments sealed therein shall be signed by such persons as the Board shall from time to time by writing under the Common Seal appoint. The Company may also exercise the powers of keeping Foreign Registers.

### MANAGING DIRECTORS

Power to  
appoint  
Managing  
Director.

120. Subject to the provisions of Sections 316 and 317 of the Act, the Board may, from time to time appoint one or more Directors to be Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any contract between him or them and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places.

To what  
provisions he  
shall be subject.

121. Subject to the provisions of Section 255 of the Act, a Managing Director shall not while he continues to hold that office, be subject to retirement by rotation, and he shall not be reckoned as a Director for the purpose of determining the rotation of retirement of Directors or in fixing the number of Directors to retire, and (subject to the provisions of any contract between him and the Company) he shall be subject to the same provisions as to resignation and removal as the other Directors, and he shall, *ipso facto* and immediately, cease to be a Managing Director if he ceases to hold the office of Director from any cause.

Seniorities of  
Managing  
Directors.

122. If at any time the total number of Managing Directors is more than one-third of the total number of Directors, the Managing Directors, who shall not retire shall be determined by and in accordance with their respective seniorities. For the purpose of this Article the seniorities of the Managing Directors shall be determined by the date of their respective appointments as Managing Directors by the Board.

Remuneration of  
Managing  
Director.

123. Subject to the provisions of Sections 309, 310 and 311 of the Act, a Managing Director shall, in addition to the remuneration payable to him as a Director of the Company under these Articles, receive such additional remuneration as may from time to time be sanctioned by the Company.

Powers of  
Managing  
Director.

124. Subject to the provisions of the Act and in particular to the prohibitions and restrictions contained in Section 292 thereof, the Board may, from time to time, entrust to and confer upon a Managing Director for the time being such of the powers exercisable under these presents by the Board as it may think fit, and may confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as it thinks fit; and it may confer such powers, either collaterally with, or to the

exclusion of, and in substitution for all or any of the powers of the Board in that behalf ; and may from time to time revoke, withdraw, alter or vary all or any of such powers.

### SECRETARY

125. (1) The Board may appoint a Secretary of the Company on such terms and conditions as it may think fit and may remove any Secretary so appointed and may fill up the vacancy in the office of Secretary. The Secretary shall exercise such powers and carry out such duties as the Board may time to time determine.

Power to appoint Secretary.

(2) A Director may be appointed as General Manager and/or Secretary.

126. A provision of the Act or these regulations required or authorising a thing to be done by a Director, Manager or Secretary shall not be satisfied by its being done by the same person acting both as Director and as or in place of the Manager or Secretary.

Act of Director, Manager or Secretary.

### THE SEAL

127. The Directors shall provide a Seal for the purpose of the Company and shall have power, from time to time, to destroy the same and substitute a new Seal in lieu thereof and, shall provide for the safe custody of the seal and the seal shall except as otherwise empowered under the Act or rules thereunder, never be used except by the authority of the Directors or of a Committee of the Directors and, at least one Director shall sign every instrument to which the Seal is affixed ; provided nevertheless, that any instrument bearing the Seal of the Company and issued for valuable consideration shall be binding on the Company notwithstanding any irregularity touching the Authority of the Directors to issue the same.

Custody of Seal

*( Existing Article No. 127 was substituted by a Special Resolution passed at the Annual General Meeting held on 4.9.2010 )*

### RESERVES

128. The Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and the Board may, whether or not it places any sum to reserve, carry forward any profits which the Board may think it not prudent to divide.

Reserves

129. All moneys carried to reserve shall nevertheless remain and be profits of the Company applicable, subject to due provisions being made for actual loss or depreciation, for the payment of dividends and such moneys and all the other moneys of the Company not immediately required for the purposes of the Company may, subject to the provisions of Section 370 and 372 of the Act, be

Investment of money.

invested by the Board in or upon such investments or securities as it may select or may be used as working capital or may be kept at any Bank on deposit or otherwise as the Board may from time to time think proper.

Capitalisation of Reserves.

130. Any General Meeting may resolve that the whole or any part of the undivided profits of the Company (which expression shall include any premiums received on the issue of shares and any profits or other sums which have been set aside as a reserve or reserves or have been carried forward without being divided) be capitalised and distributed amongst such of the members as would be entitled to receive the same if distributed by way of dividend and in the same proportion on the footing that they become entitled thereto as capital and that all or any part of such capitalised amount be applied on behalf of such members in paying up in full any unissued shares, debentures, debenture-stock of the Company which shall be distributed accordingly or in all towards payment of the uncalled liability on any issued shares and that such distribution or payment shall be accepted by such members in full satisfaction of their interest in the said capitalised amount. Provided that any sum standing to the credit of a share premium account or a capital redemption reserve account may, for the purposes of this Article only be applied in the paying up of unissued shares to be issued to the members of the Company as fully paid bonus shares.

Surplus money.

131. Subject to the provisions of the Act any General Meeting may resolve that any surplus money arising from the realisation of any capital assets of the Company or any investments representing the same or any other undistributed profits of the Company not subject to charge for income tax be distributed among the members on the footing that may receive the same as capital.

Fractional Certificates.

132. For the purpose of giving effect to any resolution under two last preceding Articles the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets and may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest such cash or specific assets in trustees upon such trusts for the persons entitled to the Dividends. Where requisite, a proper contract shall be filled in accordance with Section 75 of the Act and the Directors may appoint any person to sign such contract on behalf of such persons entitled to the dividend or capitalised fund and such appointment shall be effective.

## DIVIDENDS

How profit shall be divisible.

133. Subject to the rights of members, if any, entitled to shares with preferential or special rights attached thereto the profits of the Company which it shall from time to time determine to divide in respect of any year or other period shall be applied in the payment of a dividend on the Equity shares of the Company, but so that partly paid-up shares only entitled the holder with respect thereto such a proportion of the distribution upon a fully paid-up share as the amount paid thereon bears to the nominal

amount of such share. All dividends shall be apportioned and paid proportionally or portions of the period in respect of which the dividend is paid ; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly. Where capital is paid up in advance of calls upon the footing that the same shall carry interests, such capital shall not, whilst carrying interest confer a right to participate in profits.

134. The Company in General Meeting may declare a dividend to be paid to the members according to their rights and interest in the profits and subject to the provisions of Section 207 of the Act and fix the time for payment.

Declaration of dividends.

135. No larger dividend shall be declared than is recommended by the Directors but the Company in General Meeting may declare a smaller dividend.

Restrictions on amount of dividends.

136. No dividend shall be payable except out of the profits of the Company of the year or any other undistributed profits and no dividend shall carry interest as against the Company.

Dividend out of profits only.

137. The declaration of the Board as to the amount of the net profits of the Company for any year shall be conclusive.

What to be deemed net profits.

138. The Board may from time to time pay to the members such interim dividends as in their judgement the position of the Company justifies.

Interim-dividends.

139. The Board may retain any dividends on which the Company has a lien and apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

Debts may be deducted.

140. Any General Meeting declaring a dividend may make a call on the members of such amount as the meeting fixes but so that the call on its members shall not exceed the dividend payable to him, and so that the call be made payable at the same time as the dividend and the dividend may, if so arranged between the company and the member be set off against the call.

Dividend and call together.

141. A transfer of shares shall not pass the rights to any dividend declared thereon before the registration of the transfer.

Effect of transfer.

Provided however where any instrument of transfer of shares has been received for registration and the transfer of such shares has not been registered, the Company shall transfer the dividend in relation to such shares to the special account referred to in Section 205A unless the Company is authorised by the registered-holder of such shares in writing to pay such dividend to the transferee specified in the instrument of transfer, and until the registration of such transfer the Company shall also

keep in abeyance all offer of right shares and issue of bonus shares in relation to such shares.

*(Proviso added by a Special Resolution passed on 7.5.90)*

Retention in certain cases.

142. The Board may retain the dividends payable upon shares in respect of which any person is under the transmission article entitled to become a member or which any person under that article is entitled to transfer until such person shall become a member in respect thereof or shall duly transfer the same.

Payment of interest on Capital.

143. The Company may pay interest on capital raised for the construction of works or buildings when and so far as it shall be authorised to do by Section 208 of the Act.

To whom dividends payable.

144. No dividend shall be paid in respect of any share except to the registered holder of such share or to his order or to his bankers, but nothing contained in this Article shall be deemed to require the bankers of a registered share holder to make a separate application to the Company for the payment of the dividend. Nothing in this Article shall be deemed to affect in any manner the operation of Article 141 hereof.

Dividend to Joint-holders.

145. Any one of the several persons who are registered as the joint holders of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such shares.

Payment by post.

146. Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or persons entitled thereto, or in the case of joint-holders to the registered address of that one whose name stands first on the Register in respect of the joint holding or to such person and such address as the member or person entitled or such joint-holders as the case may be, may direct and every cheque or warrant so sent shall be made payable to the person or to the order of the person to whom it is sent or to the order of such other person as the member or such person entitled or such joint-holders as the case may be, may direct.

Unclaimed dividend.

147. No unclaimed dividend shall be forfeited by the Board and the Company shall comply with the provisions of Section 205A of the Act in respect of all unclaimed or unpaid dividends.

*(Existing Article 147 was substituted by a Special Resolution passed on 7.5.90)*

#### BOOKS AND DOCUMENTS

Where to be kept.

148. The Books of Account shall be kept at the office or at such other place as the Board thinks fit, and shall be open to inspection by the Directors during business hours.

When accounts to be deemed finally settled.

149. Every Balance Sheet and Profit and Loss Account of the Company when audited and adopted by the Company in General Meeting shall be

conclusive except as regards any error discovered therein within three months next after the adoption thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and henceforth shall be subject to the approval of the Company in General Meeting be conclusive.

#### NOTICES

150. The Company shall comply with the provisions of Sections 53, 172 and 190 of the Act as to the serving of notices.

How Notices served on members.

151. Every person who by operation of law, transfer or other means whatsoever, shall become entitled to any share shall be bound by every notice in respect of such share which previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.

Transferees etc. bound by prior notices.

152. Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding such member be then deceased and whether or not the Company has notice of his decease, be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint-holders thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors or administrators and all persons if any, jointly interested with him or her in any such share.

Notice valid though member deceased.

153. The signature to any notice to be given by the company may be written or printed.

How notice to be signed.

#### INSPECTION

154. (1) The books of account and other books and papers shall be open to inspection by any Director during business hours.

Inspection.

(2) The Board shall, from time to time, determine whether and to what extent, and at what times and places, and under what conditions or regulations, the books of account and books and documents of the company, other than those referred to in Articles 115(2) and 155 or any of them, shall be open to the inspection of the members not being Directors; and no member (not being a Director) shall have any right of inspecting any books of account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in General Meeting.

155. Subject to the provisions of Section 209(4)(b) of the Act, where under any provision of the Act any person, whether a member of the Company or not, is entitled to inspect any register, return, certificate, deed, instrument or document required to be kept or maintained by the Company, the person so entitled to inspection shall on his giving to the

Inspection of Registers etc.

company not less than fortyeight hours' previous notice in writing of his intention specifying which register, etc. he intends to inspect be permitted to inspect the same between the hours of 10 a.m. and 12 noon on such days as the Act requires them to be opened for inspection.

### RECONSTRUCTION

Reconstruction.

156. On any sale of the undertaking of the Company, the Board or the Liquidators on a winding up may, if authorised by a special resolution, accept full paid or partly paid up shares, debentures or securities of any other company whether incorporated in India or not either then existing or to be formed for the purchase in whole or in part of the property of the company and the Board (if the profits of the company permit), or the Liquidators (in a winding up) may distribute such shares or securities or any other property of the Company amongst the members without realisation or vest the same in trustees for them and any special resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the members or contributories of the company and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised and waive all rights in relation thereto, save only in case the company is proposed to be or is in the course of being wound up, such statutory rights, if any, under Section 494 of the Act as are incapable of being varied or excluded by these presents.

### SECRECY

Secrecy.

157. Every Director, Manager, Secretary, Trustee for the Company, its members or debentureholders, member of a Committee, officer, servant, agent, accountant, or other person employed in or about the business of the Company shall, if so required by the Board before entering upon his duties sign a declaration pledging himself to observe a strict secrecy respecting all transactions of the Company with its customers and the state of accounts with individuals and in matters relating thereto, and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Board or by any general meeting or by a court of Law and except so far as may be necessary in order to comply with any of the provisions in these Articles contained.

No Shareholder to enter the premises of the Company without permission.

158. No member or other person (not being a Director) shall be entitled to enter upon the property of the Company or to inspect or examine the Company's premises or properties of the Company without the permission of the Board, or subject to Article 154(2) to require discovery of or any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret,

mystery of trade, or secret process or of any matter whatsoever which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the members of the Company to communicate.

### WINDING UP

159. (1) In the event of the Company being wound up the holders of Preference Shares, if any, shall be entitled to have the surplus assets available for distribution amongst members as such applied in the first place in repaying to them the amount paid up on the Preference Shares held by them respectively and pay arrears of dividend up to the commencement of the winding-up, whether declared or not, but shall not be entitled to any further participation in such surplus assets. If the surplus available as aforesaid shall be insufficient to repay the whole of the amount paid up on the Preference Shares and any arrears of dividend such assets shall be distributed amongst the holders of Preference Shares so that the losses shall be borne by the holders of Preference Shares in proportion to the capital paid up or which ought to have been paid up thereon and the arrears of dividend as aforesaid.

Distribution of assets.

(2) The assets, if any, available for distribution after payment to the Preference Shareholders as aforesaid shall be distributed amongst the holders of Equity Shares in proportion to the capital, at the commencement of the winding-up, paid up or which ought to have been paid up on the shares in respect of which they were respectively registered.

(3) This Article is to be without prejudice to the rights and privileges amongst holders of Preference Shares of different series.

160. If the Company shall be wound up, whether voluntarily or otherwise, the liquidators may, with sanction of a Special Resolution divide among the contributories, in specie or kind any part of the assets of the company and may with the like sanction vest any part of the assets of the company in Trustees upon such trusts for the benefits of the contributories or any of them, as the liquidators, with like sanction shall think fit.

Distribution of assets in specie.

161. Subject to the provisions of Sections 497 and 509 of the Act, in the event of a winding-up of the company, every member of the Company who is not for the time being in Calcutta shall be bound, within eight weeks after the passing of an effective resolution to wind up the Company voluntarily on the making of an order for the winding-up of the company, to serve notice in writing on the Company appointing some householder residing in the neighbourhood of the Office upon whom all summonses, notices, processes, orders and judgements in relation to or under the winding up of the Company may be served, and in default of such nomination the Liquidators of the Company shall be at liberty on behalf of such member to appoint some such person, and service upon any such appointee whether appointed by the member or the Liquidator

Services of process in Winding-up

shall be deemed to be good personal service on such member for purposes, and where the Liquidator makes any such appointment he shall with convenient speed give notice thereof to such member by advertisement in some daily newspaper circulating in the neighbourhood of the Office or by a Registered letter sent by post and addressed to such member at his address as registered in the Register and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post. The provisions of this Article shall not prejudice the rights of the Liquidator of the Company to serve any notice or other documents in any other manner prescribed by these Articles.

### INDEMNITY

Indemnity.

162. Every Director, Managing Director, Manager, Secretary or Officer of the Company or any person (whether an Officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Managing Director, Manager, Secretary, Officer or Auditor in defending any proceedings, whether civil or criminal in which judgement is given in his favour, or in which he is acquitted or in connection with any application under Section 633 of the Act in which relief is granted to him by the Court.

163. Subject to the provisions of the Act and so far as such provisions permit, no Director, Auditor or Other Officer of the Company shall be liable for acts, receipts, neglects, or defaults of any other Director or Officer or for joining in any receipt or at for conformity or for any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss associated by any error of judgement, omission, default, or oversight on his part, or for any loss, damage or misfortune whatever which shall happen in the execution of the duties or his office or in relation thereto, unless the same happens through his own dishonesty.

*(The above Article No. 163 was inserted by a Special Resolution passed at the Annual General Meeting held on 4.9.2010.)*

We, the several persons whose names are subscribed, are desirous of being formed into a Company in accordance with this Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber	Names, Addresses and Descriptions of witnesses
R. V. MANSELL, 1, Clive Street Calcutta Merchant	One	WALTER A. ANDERSON, Solicitor, Calcutta
R. LANGFORD JAMES, 1, Clive Street, Calcutta Merchant	One	
G. TURNBULL, 1, Clive Street, Calcutta Merchant	One	
R. BAKER, 1, Clive Street, Calcutta Merchant	One	
JAS. ELCOCK, 1, Clive Street, Calcutta Merchant.	One	
T. C. CRAWFORD, 1, Clive Street, Calcutta Merchant	One	
JOHN D. GATHERAL, 1, Clive Street, Calcutta Merchant	One	

Dated the 4th day of May, 1916.



Company Petition No. 102 of 1992  
connected with Company Application  
No. 17 of 1992  
In the High Court at Calcutta  
Original Jurisdiction

(Seal)

The Hon'ble Mrs. Justice  
Ruma Pal

President of the Union of India.

In the matter of the Companies Act, 1956.

and

In the matter of an application under Sections  
391(2) and 394 of the said Act.

and

In the matter of The Bahadur Tea Company  
Private Limited a company incorporated under  
the Indian Companies Act 1913 and having its  
registered office at Lamb Road, Lata SII,  
Guwahati - 1. in the State of Assam outside  
the aforesaid jurisdiction.

and

In the matter of Dhunseri Tea & Industries  
Limited a company Incorporated under the  
Indian Companies Act 1913, and having its  
registered office at 15B Hemanta Basu Sarani,  
Calcutta 700 001 within the aforesaid  
jurisdiction.

1. The Bahadur Tea Company Private Limited.
2. Dhunseri Tea & Industries Ltd.

... Petitioners

The above petition coming on for hearing on this day upon reading the said petition the order dated the twenty eighth day of January in the year one thousand nine hundred and ninety two whereby the abovenamed petitioner no. 2 Dhunseri Tea and Industries Limited (hereinafter referred to as the said transferee company) was ordered to convene a meeting of the equity shareholders of the said transferee company for the purpose of considering and if thought fit approving with or without modification the Scheme of Amalgamation proposed to be made between the abovenamed petitioner no. 1 The Bahadur Tea Company Limited (hereinafter referred to as the said transferor company) and the said transferee company and annexed to the affidavit of Chandra Kumar Dhanuka filed on the twenty seventh day of January in the year one thousand nine hundred and ninety two The Telegraph and the Ananda Bazar Patrika both dated the fourth day of February in the year one thousand nine hundred and ninety two each containing the advertisement of the said notice convening the said meeting directed to be held by the said order dated the twenty eighth day of January in the year one thousand nine hundred and ninety two the

affidavit of Lakshmi Narayan Shastry filed on the twenty first day of February in the year one thousand nine hundred and ninety two showing the publication and despatch of the notices convening the said meeting the report of the Chairman of the said meeting dated the ninth day of March in the year one thousand nine hundred and ninety two as to the result of the said meeting And upon reading on the part of the petitioner companies another affidavit of Lakshmi Narayan Shastry filed on the twenty fourth day of March in the year one thousand nine hundred and ninety two and the exhibits therein referred to And upon reading the order made herein and dated the eleventh day of March in the year one thousand nine hundred and ninety two And upon hearing Mr. Ashim Banerjee Advocate for the petitioner companies and Mr. S. Gupta Advocate for the Central Government and it appearing from the said report that the proposed Scheme of Amalgamation has been approved unanimously And it appearing that the Central Government appearing through its Counsel states, before this Court that they have written instruction not to object to this application.

This Court doth hereby sanction the scheme of Amalgamation set forth in Annexure - A of the petition herein and specified in the Schedule A hereto and doth hereby declare the same to be binding with effect from the first day of April in the year one thousand nine hundred and ninety one (hereinafter referred to as the said transfer date) on the said transferor company and the said transferee company and their shareholders and all concerned.

This Court doth order :

1. That all the properties rights and interest of the said transferor company specified in the first, second and third parts of the Schedule - B hereto be transferred from the said transfer date without further act or deed to the said transferee company and accordingly the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and vest in the said transferee company for all the respective estates and interests of the said transferor company therein but subject nevertheless to all charges now affecting the same and
2. That all the liabilities and duties of the said transferor company be transferred from the said transfer date without further act or deed to the said transferee company and accordingly the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and become the liabilities and duties of the said transferee company and
3. That all proceedings and/or suits and/or appeals now pending by or against the said transferor company be continued by or against the said transferee company and
4. That leave be and the same is hereby granted to the petitioner companies to file the Schedule of Assets of the said transferor company within three weeks from the date hereof and
5. That the transferor company and the said transferee company do within thirty days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration and
6. That any person interested shall be at liberty to apply to this Court in the above matter for such directions as may be necessary and
7. That a copy of the written instruction being no. RD/T/9038 dated the twenty ninth day of May in the year one thousand nine hundred and ninety two of the Central Government be kept on record of this case and.

8. That the said petitioner companies shall pay to the Central Government its costs of and incidental to this application assessed at thirty Gold Mohurs within one week from the date hereof and
9. That all parties concerned do act on a copy of this dictated order duly countersigned by an Officer of this Court being served on them.

Witness Shri Anandamoy Bhattacharjee Acting Chief Justice at Calcutta aforesaid this fourteenth day of July in the year one thousand nine hundred and ninety two.

Khaitan & Co. ... Advocates.

J. Nandi  
31.8.92  
for Registrar

SCHEDULE "A" ABOVE REFERRED TO :  
Scheme of Amalgamation  
of  
THE BAHADUR TEA COMPANY PRIVATE LIMITED  
with  
DHUNSERI TEA & INDUSTRIES LIMITED

PART - I

Definitions :

For the purpose of this Scheme :

1. "The Transferor Company" means The Bahadur Tea Company Private Limited, a company incorporated under the Indian Companies Act, 1913 and having its registered office at Lamb Road, Latasil, Guwahati-1 in the State of Assam.
2. "The Transferee Company" means Dhunseri Tea & Industries Limited, a company incorporated under the Indian Companies Act, 1913 and having its registered office at 15B, Hemanta Basu Sarani, Calcutta 700 001, in the State of West Bengal.
3. "Effective Date" means the 1st day of April, 1991.
4. "Minority Shareholders" means holders of Equity Shares of the Transferor Company other than the Transferee Company.
5. "Undertakings of the Transferor Company" means and includes :
  - (i) All the properties, assets and liabilities of the Transferor Company immediately before the amalgamation.
  - (ii) Without prejudice to the generality of the foregoing clause the said undertakings shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including land, building, machinery, vehicles, office equipments, inventories, sundry debtors, cash and bank balances, loans and advances, lease, tenancy and agency rights and all other interests and rights in or arising out of such property with all licenses, trade marks, import entitlement and other quotas, if any, held, applied for or as may be obtained hereafter by the Transferor Company or which the Transferor Company is entitled to and all debts, liabilities, duties and obligations of the Transferor Company of whatsoever kind.

Whereas :

1. The Transferor Company has an Authorised Share Capital of Rs. 12,00,000/- divided into 1,200 Equity Shares of Rs. 1,000/- each and had an Issued, Subscribed and Paid up Share Capital of Rs. 7,68,000/- divided into 768 Equity Shares of Rs. 1,000/- each fully paid up, as on the 31st day of March 1991, the date upto which the last audited accounts of the company are available. The Transferor Company has subsequently issued and allotted 422 Equity Shares of Rs. 1,000/- each and its Issued, Subscribed and Paid up Share Capital presently is Rs. 11,90,000/- divided into 1,190 Equity Shares of Rs. 1,000/- each fully paid up. The Transferor Company has become a deemed Public Company under

Section 43A of the Companies Act, 1956.

2. The Transferee Company has an Authorised Share Capital of Rs. 3,00,00,000/- divided into 30,00,000 Equity Shares of Rs. 10/- each and an Issued, Subscribed and Paid up Share Capital of Rs. 1,50,00,000/- divided into 15,00,000 Equity Shares of Rs. 10/- each fully paid up.
3. The Transferee Company is the owner and the registered holder of 1,142 Equity Shares of and in the Transferor Company.
4. The Transferor Company and the Transferee Company are both owners of Tea Estates and are engaged inter alia in the business of cultivating, manufacturing and selling of tea. The Transferee Company is also engaged in the business of manufacture and sale of pharmaceuticals.
5. For the purpose of better, efficient and economical management, control and running of the businesses of the undertakings concerned and/or administrative convenience and to obtain advantages of economies of scale the present Scheme is proposed to amalgamate the Transferor Company with the Transferee Company.

#### PART - II

1. With effect from the Effective Date, the Undertakings of the Transferor Company shall without further act or deed be transferred to and be vested or deemed to be transferred to and vested in the Transferee Company pursuant to Section 394(2) of the Companies Act, 1956 (hereinafter called "the Act") subject however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.
2. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called "the proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the Undertakings of the Transferor Company or anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company if this Scheme had not been made.
3. The transfer and vesting of properties and liabilities under Clause 1 hereof and the continuance of the proceedings by or against the Transferee Company under Clause 2 hereof shall not affect any transaction or proceeding already concluded by the Transferor Company on and after the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by or on behalf of the Transferor Company as acts, deeds and things done and executed by or on behalf of the Transferee Company.
4. Subject to the provisions contained in this Scheme all contracts, deeds, bonds, agreements and other documents and instruments of whatsoever nature to which the Transferor Company is a party subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively, as if instead of the Transferor Company the Transferee Company had been party thereto.
5. As on 31st March, 1992 an account shall be taken of the assets and liabilities of the Transferor Company to be transferred and vested in the Transferee Company under the Scheme. In such account the fixed assets of the Transferor Company shall be valued at Rs. 7.6 Crores as per the current Market Valuation. The rest of the assets and liabilities shall be transferred at Book Value. The difference

between the Book Value of the fixed assets and the Market Value will form part of the reserves of the Transferee Company arising out of the Amalgamation.

6. Upon the Scheme being sanctioned by The Hon'ble High Court at Calcutta as well as by The Hon'ble High Court at Guwahati and transfer taking place as stipulated under Clause 1 thereof :-
  - (a) The Transferee Company shall, without further application, pay to every Minority Shareholder of the Transferor Company Rs. 90,000/- for every Equity Share of Rs. 1,000/- each fully paid up held by such Minority Shareholder in the Transferor Company.
  - (b) All the Minority Shareholders of The Transferor Company shall accept the amount(s) to be paid to them as aforesaid in lieu of their shareholdings in the Transferor Company.
  - (c) Every Shareholder of the Transferor Company shall surrender to the Transferee Company for cancellation, the Share Certificates held by him in the Transferor Company.
  - (d) All the shares held by the Transferee Company in the Transferor Company shall stand cancelled.
  - (e) All the employees of the Transferor Company shall become the employees of the Transferee Company without interruption in service and on terms no less favourable to them than those then applicable to them.
  - (f) Subject to an order being made by the Hon'ble High Court at Calcutta and the Hon'ble High Court at Guwahati the Transferor Company shall be dissolved without winding up.

PART - III

1. The Transferor and Transferee Companies shall make necessary applications to the Hon'ble High Court at Calcutta and the Hon'ble High Court at Guwahati for obtaining the Courts' sanction of this Scheme and for the consequent dissolution without winding up of the Transferor Company.
2. Until the Scheme is sanctioned and transfers effected as aforesaid, the Transferor Company shall carry on its business in usual course and shall be deemed to be carrying on the said business for and on behalf of and in trust for the Transferee Company with effect from the Effective Date.
3. The Transferee Company shall pay all costs, charges and expenses of and incidental to this Scheme of Amalgamation.
4. The Board of Directors of the Transferor and Transferee Company or any person authorised by them may assent on behalf of all concerned to any modification to this Scheme of Amalgamation or to any condition which the Hon'ble High Court at Calcutta or the Hon'ble High Court at Guwahati or the Government or any other authority may impose or which the said Board of Directors may, in their sole discretion, think fit for the purpose of effectively carrying out this Scheme and the said Board of Directors may do all acts, things and deeds as may be necessary and/or expedient for the purpose of implementing this Scheme.

J. Nandi  
31.8.92  
for Registrar

## SCHEDULE 'B' ABOVE REFERRED TO :

Schedule of Assets of The Bahadur Tea Company Private Limited, the Transferor Company to be transferred to and vested in the Transferee Company, namely Dhunseri Tea & Industries Limited as at 1st April, 1991.

## PART - I

Short description of Free-hold properties :

Nil

## PART - II

Short description of Lease-hold properties :

- (i) Bahadur Tea Estate situated in the district of Tinsukia in Assam Grant No. 344 NLR.

	Patta No.	Dag No.	Area			Hectares
			B	K	L	
1. Grant No. 344 NLR, Bahadur T.E.	—	—	1619	4	3	216.79
2. Janani Village, Mauja Tipling	2	228	1	4	1 )	1.24
	77	120	4	1	10 )	
	77	126	3	0	19 )	
3. Kasamani Village, Mauja Tipling	58	158	1	3	13 )	4.99
	59	171	9	1	15 )	
	98	156	4	0	10 )	
	99	159	2	1	10 )	
	99	160	4	0	5 )	
	101	1	3	1	0 )	
	101	149	1	2	3 )	
	101	165	1	0	15 )	
	101	183	4	3	9 )	
101	184	1	2	0 )		
		154/155	3	4	14 )	
4. Tauja Patta	2	2,3,4,135 138,139,140 157	34	2	16	4.63
5. Annual Patta	34	161	2	3	5	
6. Tauja Patta	46	166	7	2	6	1.35
7. Tauja Patta (Under Land Ceiling Act)	5	162,163	33	2	12	4.49
		164,174				
		175,176				
		177,179 191				
8. NLR Grant No. 344 (Under Land Ceiling Act)	—	41,45,44 14,48	155	3	18	20.85
9. Mahakali Grant	—	—	18	2	12	2.48
10. Janani Village		123 (Part)				0.67
		122 (Part) )				
		123 (Part) )				
		124 (Part) )				

11. Hukani Pathor	—	4,5,6 Part	3	0	0	4.27
		8 Part	3	0	0	
		129 Part	3	0	0	
		131,126				
		2,3 Part	20	0	5	
		126 2 Part	2	4	0	
12. 344 NLR (Govt. Land)	—	22,23,34,42	21	3	0	2.89
13. Occupied Land	—	—	3	4	10	0.52
						<u>265.17</u>

(ii) Hatijan Tea Estate situated in the District of Dibrugarh in Assam, Grant No. WLA No. 110/  
NLR Grant.

	Patta No.	Area			Hectares
		B	K	L	
1. Hatijan T.E.	WLA No. 110	1524	2	2	204.02
2. Bherbheri Gaon	PP No. 66	13	1	15	1.79
3. - do -	AP No. 78	8	1	13	1.11
4. - do -	Govt. Land	5	3	0	0.75
					<u>207.67</u>

PART - III

Short description of stocks, shares, debentures and other choses in action :

<u>Name</u>	<u>Face Value</u>	<u>No. of Shares</u>
Assam Financial Corporation	100	100
East India Planters Co-Op. Ltd.	50	124
Assam Co. Op. Apex Ltd.	50	300

J. Nandi  
31.8.92  
for Registrar

C. P. No. 102 of 1992  
connected with  
C. A. No. 17 of 1992  
IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

In the matter of  
The Companies Act, 1956  
And  
In the matter of The Bahadur Tea  
Company Private Ltd. & Anr.

(i) Date when the decree or order was completed	31.8.92	
(ii) Date of application for Copy	14.7.92	
(iii) Date of notifying the requisite number of folios and stamps	31.8.92	Order of 14th day of July 1992 Filed this 31st day of August, 1992
(iv) Date of delivery of the requisite folios and stamp	31.8.92	
(v) Date on which the copy is ready for delivery	2.9.92	
(vi) Date when delivery was taken of the copy by the applicant	2.9.92	

B. Mukherjee  
Superintendent  
Company Matters Department

Sd/- Illegible  
Superintendent  
Copyists' Department  
High Court O.S.

Khaitan & Co.  
Attorney



Date of application for the copy.	Date fixed for notifying the requisite number of stamps and folios.	Date of delivery of the requisite stamps and folios.	Date on which the copy was ready for delivery.	Date of making over the copy to the applicant.
8.6.99	14.6.99	14.6.99	14.6.99	14.6.99

In the Gauhati High Court  
(The High Court of Assam, Nagaland, Meghalaya, Manipur,  
Tripura, Mizoram & Arunachal Pradesh)

Company Petition No. 4 of 1992

connected with

Company Application No. 1 of 1992

1. Bahadur Tea Company Private Ltd.
2. Dhunseri Tea & Industries Limited.

– Petitioners

PRESENT

Before the Hon'ble Mr. Justice Manisana.

Dated 3rd July, 1992

For the petitioners	:	Mr. P. K. Goswami,
	:	Mr. D. N. Chowdhury,
	:	Mr. S. N. Sarma,
	:	Mr. H. Roy.
For the Company Law Board	:	Mr. Sheikh Chand Mahammad, Senior Central Govt. Standing Counsel.

**Order under Section 394**

Upon the above application and petition coming on for further hearing on 3.7.92 and having perused the Chairman's report of the meeting of the shareholders of the Bahadur Tea Company Private Ltd., hereinafter referred to as the Transferor Company, submitted under Rule 78 of the Companies (Court) Rules, 1959, and marked as Annexure-F, held in compliance with this Court's order dt. 24th February, 1992 and on perusal of the petition for confirming the scheme of arrangement, a copy whereof is annexed thereto and marked as Annexure-A to the petition and on perusal of the Shareholder's meeting held on 28.3.92 pursuant to this Court's order dt. 24.2.92 showing the proposed scheme of arrangement has been unanimously approved by the shareholders attending the meeting dt. 28.3.92 and upon hearing Mr. P. K. Goswami, counsel appearing for the petitioners who states that notices have been served on all parties including the Regional Director, Companies Law Board, Calcutta as ordered by this Court on 21.5.92 and on hearing Mr. Sheikh Chand Mahammad, the Senior Central Government Standing Counsel who has stated that the scheme of amalgamation has been examined by the Regional Director, Companies Law Board and that there is no objection by the Board to the grant of approval/sanction to the scheme of arrangement, it appears that the scheme of arrangement has been prepared bonafide and there is no bar whatsoever to the grant of approval/sanction to the scheme of arrangement as prayed for.

This Court doth order :

1. That all the properties, rights and interests of the said transferor Company in and/or relating to the Bahadur Tea Estate in the district of Tinsukia, Grant No. 344 NLR Specified in the Schedule hereto and all other properties, rights and interests of the said Transferor Company in and/or relating to the Bahadur Tea Estate be transferred without further act or deed to the Dhunseri Tea & Industries Limited, hereinafter referred to as the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the transferee Company with effect from First day of April, 1991, hereinafter referred to as the 'transfer date' for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same ; and
2. That all liabilities and dues of the transferor Company in and/or relating to the Bahadur Tea Estate be transferred without further act or deed to the transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956, be transferred to and become the liabilities and dues of the transferee Company ; and
3. That all proceedings and/or suits and/or appeals now pending by or against the transferor Company in respect of the Bahadur Tea Estate be continued by or against the said transferee Company ; and
4. That leave be and the same is hereby granted to the petitioner Company to file the schedule of assets of the said transferor Company within three weeks from the date hereof.
5. That the transferor Company do within 90 days of this order cause a certified copy of this order to be delivered to the Registrar of Companies at Shillong for registration.
6. That any person interested shall be at liberty to apply to the Court in the above matter for any direction that may be necessary.
7. That all parties to act on a copy of the minutes of this order being served on them.

Schedule of assets of Bahadur Tea Estate belonging to the Transferor Company to be transferred to and vested in the Transferee Company

PART - I

Short description of freehold property of the transferor Company.

- Nil -

PART - II

Short description of leasehold property of the transferor Company.

- (i) Bahadur Tea Estate situated in the district of Tinsukia in Assam. Grant No. 344 NLR.

	Patta No.	Dag No.	Area			Hectares
			B	K	L	
1. Grant No. 344 NLR Bahadur T.E.	—	—	1619	4	3	216.79
2. Janani Village, Mauja Tipling	2 77 77	228 120 126	1 4 3	4 1 0	1 ) 10 ) 19 )	1.24

3. Kasamani Village, Mauja Tipling	58	158	1	3	13	4.99
	59	171	9	1	15	
	98	156	4	0	10	
	99	160	4	0	5	
	101	1	3	1	0	
	101	149	1	2	3	
	101	165	1	0	15	
	101	183	1	3	9	
	184	1	2	0		
	154/155	3	4	14		
4. Touji Patta	2	2, 3, 4, 135, 138, 139, 140, 157	34	2	16	4.63
5. Annual Patta	34	161	2	3	5	1.35
6. Tauji Patta	46	166	7	2	6	
7. Tauji Patta (Under Land Ceiling Act)	5	162, 163, 164, 174, 175, 176, 177, 179, 191	33	2	12	4.49
8. NLR Grant No. 344 (Under Land Ceiling Act)	—	41, 45, 44 14, 48	155	3	18	20.85
9. Mahakali Grant	—	—	18	2	12	2.48
10. Janani Village	—	123 (part)	3	0	0	0.67
	—	122 (part)				
	—	123 (part)	2	0	0	
	—	124 (part)				
11. Hukani Pathor	—	4, 5,	3	0	0	4.27
	—	6 (part)				
	—	8 (part)	3	0	0	
	—	129 (part)	3	0	0	
	—	131, 126,				
12. 344 NLR (Govt. Land)	—	2, 3 part	20	0	5	2.89
	—	126 2 part	2	4	0	
	—	22, 23 34, 42	21	3	0	
13. Occupied Land	—	—	3	4	10	0.52
						<u>265.17</u>

(ii) Hatijan Tea Estate situated in the District of Dibrugarh in Assam, Grant No. ULA No. 110/NLR Grant.

1. Hatijan T.E.	ULA No. 110	1524	2	2	204.02
2. Bherbheri Gaon	PP No. 66	13	1	15	1.79
3. - do -	AP No. 78	6	1	13	1.11
4. - do -	Govt. Land	5	2	0	0.75
					<u>207.67</u>

PART - III

Short description of all stocks, shares, debentures and other charges  
in action of the transferor Company.

The book value of investment in unquoted shares is Rs. 0.31 lacs as detailed hereunder :-

<u>Name</u>	<u>Face Value</u>	<u>No. of Shares</u>
Assam Financial Corporation	100	100
East India Planters Co. Op. Ltd.	50	124
Assam Co. Op. Apex Bank Ltd.	50	300

Drawn by :

sd/- illegible

27.8.92

Deputy Registrar (Judicial)  
Gauhati High Court

(By Order of the Court)  
Dated this 3rd July, 1992

Company Petition No. 367 of 1993  
connected with Company Application  
No. 278 of 1993  
In the High Court at Calcutta  
Original Jurisdiction

The Hon'ble Mr. Justice  
Ajoy Nath Ray

President of the Union of India

In the matter of :

The Companies Act, 1956.

And

In the matter of :

An application under Sections 391(2) and  
394 of the said Act

And

In the matter of :

Santi Tea Estate (Private) Limited, an existing  
company within the meaning of the Companies  
Act, 1956 and having its registered office at  
P-241, Lake Road, Calcutta 700 029 within  
the aforesaid jurisdiction

And

In the matter of :

Dhunseri Tea & Industries Limited, an existing  
company within the meaning of the Companies  
Act, 1956 and having its registered office at  
15B, Hemanta Basu Road, Calcutta 700 001  
within the aforesaid jurisdiction

1. Santi Tea Estate (Private) Limited
2. Dhunseri Tea & Industries Limited

... Petitioners

The above petition coming on for hearing on this day and upon reading the said petition the order dated the twenty fourth day of September in the year one thousand nine hundred and ninety three whereby the abovenamed petitioner No. 1 Santi Tea Estate (P) Ltd. (hereinafter referred to as the said transferor Company) and the abovenamed petitioner No. 2 Dhunseri Tea & Industries Limited (hereinafter referred to as the said transferee Company) were ordered to convene separate meetings of the equity shareholders of the said transferor company and the transferee company for the purpose of considering and if thought fit approving with or without modification the scheme of amalgamation proposed to be made between the said transferor company and the said transferee company and annexed to the affidavit of Kailash Kumar Tibrewalla filed on the twenty fourth day of September in the year one thousand nine hundred and ninety three, the affidavit of Omprakash Dhandh filed on the sixteenth day of November in the year one thousand nine hundred and ninety

three showing the publication and despatch of the notices convening the said meetings, the reports of the Chairmen of the said meetings both dated the twenty sixth day of November, in the year one thousand nine hundred and ninety three as to the result of the said meetings And upon reading on the part of the said petitioner companies an affidavit of Nanku Tiwari filed on the third day of January in the year one thousand nine hundred and ninety four and the exhibits therein referred to And upon reading the order made herein and dated the eighth day of December in the year one thousand nine hundred and ninety three And upon hearing Mr. Jay Saha, Advocate for the petitioner Companies And it appearing from the said reports that the proposed scheme of amalgamation has been approved unanimously.

This court doth hereby sanction the scheme of amalgamation set forth in Annexure 'A' of the petition and specified in the schedule 'A' hereto and doth hereby declare the same to be binding with effect from the first day of April in the year one thousand nine hundred and ninety three (hereinafter referred to as the said transfer date) on the said transferor company and the said transferee company and their share holders and all concerned.

This Court doth order :

- (1) That all the properties, rights and interest of the said transferor company including those specified in the first, second and third parts of the schedule 'B' hereto be transferred from the said transfer date and be vested in without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred and be vested in the said transferee company for all the estate and interest of the said transferor company but subject nevertheless to all charges now affecting the same ; and
- (2) That all the liabilities and duties of the said transferor company be transferred from the said transfer date and without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities and duties of the said Transferee Company ; and
- (3) That all proceedings and/or suits and/or appeals now pending by or against the said transferor company be continued by or against the said transferee company ; and
- (4) That leave be and the same is hereby granted to the petitioner companies to file the schedule of Assets of the said transferor company within three weeks from the date hereof ; and
- (5) That the said transferor company and the said transferee company do within thirty days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies, West Bengal for registration ; and
- (6) That the Official Liquidator of this court do file a report under second proviso to Section 394(1) of the Companies Act, 1956 in respect of the said transferor company within six weeks from the date hereof ; and
- (7) That the said Official Liquidator do forthwith serve a copy of the said report to be filed by him on M/s. Khaitan and Company, Advocates for the petitioner Companies after filing the said report with this court ; and
- (8) That leave be and the same is hereby granted to the said transferee company to apply for the dissolution without winding up of the said transferor company after filing of the said report by the said Official Liquidator ; and

- (9) That any person interested shall be at liberty to apply to this court in the above matter for such directions as may be necessary ; and
- (10) That all parties do act on a copy of the minutes of this order duly signed by an officer of this court being served on them.

Witness Shri Anandamoy Bhattacharjee, Chief Justice at Calcutta aforesaid the seventh day of February in the year one thousand nine hundred and ninety four.

M/s. Khaitan and Company, Advocates

J. Nandi  
21.2.94  
For Registrar

SCHEDULE 'A' ABOVE REFERRED TO :  
Scheme of Amalgamation  
of  
SANTI TEA ESTATE (PRIVATE) LIMITED  
with  
DHUNSERI TEA & INDUSTRIES LIMITED

PART - I

Definitions :

For the purpose of this Scheme :

1. "Transferor Company" means Santi Tea Estate (Private) Limited, an existing company within the meaning of the Companies Act, 1956 and having its registered office at P-241, Lake Road, Calcutta 700 029 in the State of West Bengal.
2. "The Transferee Company" means Dhunseri Tea & Industries Limited, an existing company within the meaning of the Companies Act, 1956 and having its registered office at 15B, Hemanta Basu Sarani, Calcutta 700 001 in the State of West Bengal.
3. "Effective Date" means the 1st day of April, 1993.
4. Undertakings of the Transferor Company means and includes :
  - (i) All the properties, assets and liabilities of the Transferor Company immediately before the amalgamation ;
  - (ii) Without prejudice of the generality of the foregoing clause the said undertakings of the Transferor Company shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including office equipments, inventories, sundry debtors, cash and bank balances, loans and advances, leases tenancy and agency rights and all other interests and rights in or arising out of such property together with all licenses, trade marks, import entitlements and all other quotas, if any held, applied for or as may be obtained hereafter by the Transferor Company or which the Transferor Company are entitled to and all debts, liabilities, duties and obligations of the Transferor Company of whatsoever kind.

Whereas :

1. Transferor Company has an authorised share capital of Rs. 20,00,000/- divided into 2,00,000 Equity Shares of Rs. 10/- each. The Issued, Subscribed and paid-up Share Capital of Transferor Company is Rs. 8,49,770/- divided into 84,977 Equity Shares of Rs. 10/- each fully paid up.
2. The Transferee Company has an authorised share capital of Rs. 10,00,00,000/- divided into 1,00,00,000 Equity Shares of Rs. 10/- each. The Issued, Subscribed and paid-up Share Capital of the Transferee Company is Rs. 4,50,00,000/- divided into 45,00,000 Equity Shares of Rs. 10/- each fully paid up.
3. The Transferor Company is engaged mainly in the business of dealing in plantation, cultivation, production, manufacture and sale of tea and the Transferee

Company is also engaged in the business of plantation, cultivation, production, manufacture and sale of tea. The Transferor Company is a subsidiary of the Transferee Company.

4. For the purpose of better, efficient and economical management, control and running of the businesses of the undertakings concerned and for administrative convenience and to obtain advantages of economies of large scale and also to cut down duplication of procedures and formalities, the present scheme of amalgamation is proposed to amalgamate the Transferor Company with the Transferee Company.

#### PART - II

1. With effect from the Effective Date, the entire undertakings of the Transferor Company together with all its properties including tenancy right and liabilities shall without further act or deed be transferred to and be vest in or deemed to be transferred to and vest in the Transferee Company pursuant to Section 394(2) of the Companies Act, 1956 (hereinafter called "the Act") subject, however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.
2. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called the proceedings) by or against the Transferor company are pending the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertakings of the Transferor Company or anything contained in this Scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued, prosecuted and enforced by or against the Transferor Company, if this scheme had not been made.
3. The Transfer and vesting of properties and liabilities under clause 1 hereof and the continuance of the proceedings by or against the Transferee Company under clause 2 hereof shall not affect any transaction or proceeding already concluded by the Transferor Company on and after the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by or on behalf of the Transferor Company as acts, deeds and things done and executed by or on behalf of the Transferee Company.
4. Subject to the provisions contained in this scheme all contracts deeds, bonds, agreements, and other documents and instruments of whatsoever nature to which the Transferor Company is a party subsisting of or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively as if instead of the Transferor Company the Transferee Company had been a party thereto or entitled thereto.
5. Upon the Scheme being sanctioned by the Hon'ble High Court at Calcutta and transfer taking place as stipulated under clause 1 thereof.
  - a) The Transferee Company holds entire paid-up Capital of the Transferor Company except 125 equity shares, which are being held for the benefit of and intrust for the Transferee Company upon the sanction of the Scheme of Amalgamation, the entire share Capital of the Transferor Company will stand cancelled against the said entire share holding of the Transferee Company in the Transferor Company.
  - b) All the employees of the Transferor Company shall become the employees of

the Transferee Company without interruption in service and on terms no less favourable to them than those applicable to them immediately prior to effective date.

- c) Subject to an order being made by the Court the Transferor Company shall be dissolved without winding up.

PART - III

1. The Transferor Company and the Transferee Company shall make jointly necessary applications to the Hon'ble High Court at Calcutta for obtaining the Court's sanction of this scheme and for the consequent dissolution without winding up of the Transferor Company.
2. Until the Scheme is sanctioned and transfers effected as aforesaid the Transferor Company shall carry on their business in usual course and shall be deemed to be carrying on the said business for and on behalf of and intrust for the Transferee Company with effect from the Effective Date.
3. The Transferee Company shall pay all costs, charges and expenses of and incidental to this Scheme of Amalgamation.
4. The Board of Directors of the Transferor Company and the Transferee Company or any person authorised by them may assent on behalf of all concerned to any modification to this Scheme of Amalgamation or to any condition which the Hon'ble High Court at Calcutta or the Government or any other authority may impose or which the said Board of Directors may in their sole discretion think fit for the purpose of effectively carrying on this Scheme and the said Board of Directors may do all acts, things and deeds as may be necessary and/or expedient for the purpose of implementing this scheme.

J. Nandi

21.3.94

For Registrar

SCHEDULE 'B' ABOVE REFERRED TO :  
Schedule of Assets

Schedule of Assets of Santi Tea Estate (Private) Limited the Petitioner No. 1, being the Transferor Company to be transferred to Dhunseri Tea & Industries Limited Petitioner No. 2, being the transferee Company in terms of prayer (s) of the petition.

PART - I  
(Short description of freehold properties)

Village	Kind of Patta	No. of Patta	Dag No.	Measurement of Land
No. 3 Chapatolli	Periodic	P.P.I.		B - K - L 139 - 4 - 0
"	Annual	A.P. 68		12 - 3 - 70
"	Annual	A.P.I.		38 - 2 - 15
"	Touzi		T.B. 116 & T.B. 117	16 - 2 - 0 8 - 2 - 1
"	Touzi (Govt.)		T.B. 78	5 - 1 - 6
Grant No. 78	Tea Periodic	T.P.P.I.		1469 - 1 - 12
			Total	1693B - 2K - 10 L

PART - II  
(Short description of Lease - hold properties)  
Santi Tea Estate (P) Ltd.

The entire first floor of premises no. P-241, Lake Road in the suburbs of Calcutta comprising of two flats on the front and back portion along with two garages for car parking and two servants quarters, Each flat comprising of two rooms, one hall, two bath rooms, one kitchen together with fittings & fixtures owned by Late Kuber Chandra Banerjee s/o. Late Sarat Chandra Banerjee now held since 31-5-92 the date of the death of the said Kuber Chandra Banerjee by Shree Sankardas Banerjee youngest son of the decd. Landlord, the sole Executor to the Estate of Kuber Chandra Banerjee.

PART - III  
(Short description of all stocks, Shares, Debentures and other charges in action of the Transferor Company)

Nil

J. Nandi  
21.3.94  
For Registrar

C. P. No. 367 of 1993  
connected with  
C. A. No. 278 of 1993  
IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

In the matter of  
The Companies Act, 1956  
And  
In the matter of  
Santi Tea Estate (P) Ltd. & ors.

(i) Date when the decree or order was completed	21.3.94	
(ii) Date of application for copy	8.2.94	Order of 7th day of February 1994
(iii) Date of notifying the requisite number of folios and stamp	21.3.94	Filed this 21st day of March, 1994
(iv) Date of delivery of the requisite folios and stamp	21.3.94	
(v) Date on which the copy is ready for delivery	28.3.94	
(vi) Date when delivery was taken of the copy by the applicant	29.3.94	

S. Mukherjee  
Superintendent  
Company Matters Department

Sd/- Illegible  
Superintendent  
Copyists' Department  
High Court O.S.  
28.3.94

Khaitan & Co.  
Attorney

Company Application No. 153 of 1994  
in  
Company Petition No. 367 of 1993  
connected with Company Application  
No. 278 of 1993  
In the High Court at Calcutta  
Original Jurisdiction

The Hon'ble Mr. Justice  
Ajoy Nath Ray

President of the Union of India

In the matter of :

The Companies Act, 1956

And

In the matter of :

An application under Sections 391(2) and  
394 of the said Act

And

In the matter of :

Santi Tea Estate (Private) Limited, an existing  
company within the meaning of the Companies  
Act, 1956 and having its registered office at  
P-241, Lake Road, Calcutta 700 029 within  
the aforesaid jurisdiction

And

In the matter of :

Dhunseri Tea & Industries Limited, an existing  
company within the meaning of the Companies  
Act, 1956 and having its registered office at  
15B, Hemanta Basu Sarani, Calcutta 700 001  
within the aforesaid jurisdiction

1. Santi Tea Estate (Private) Limited
2. Dhunseri Tea & Industries Limited

... Applicants

Upon reading on the part of Santi Tea Estate (Private) Limited and Dhunseri Tea & Industries Limited (hereinafter referred to as the said applicant companies) a summons bearing date this day and an affidavit of Kailash Kumar Tibrewalla affirmed on the twenty fifth day of April in the year one thousand nine hundred and ninety four and the exhibits annexed thereto and marked respectively A and B all filed this day And upon hearing Mr. Jay Saha, Advocate for the said applicant companies.

It is ordered that the scheme of Amalgamation included in Annexure 'A' of the affidavit of Kailash Kumar Tibrewalla affirmed on the twenty fifth day of April in the year one thousand nine hundred and ninety four do stand modified by incorporating the words "Land and estate development valued at Rupees Two crores ninety lacs being the market value at current rate and other assets valued as per the Books of Accounts

after the words "all its properties" in paragraph I of Part II of the Scheme of Amalgamation as indicated in paragraph eight of this application And it is further ordered that the original order dated the seventh day of February in the year one thousand nine hundred and ninety four made in Company Petition No. 367 of 1993 connected with Company Application No. 278 of 1993 do stand modified by incorporating the words "Land and estate development valued at Rupees Two crores ninety lacs being the market value at current rate and other assets valued as per the Books of Accounts all its properties in paragraph I of Part II of the Scheme of Amalgamation as indicated in paragraph eight of this application And it is further ordered that this order shall be incorporated in the said order dated the seventh day of February in the year one thousand nine hundred and ninety four And it is further ordered that the certified copies of the said order dated the seventh day of February in the year one thousand nine hundred and ninety four already issued by the department be corrected accordingly and for this purpose the said applicant companies shall be at liberty to recall the certified copy of this order dated the seventh day of February in the year one thousand nine hundred and ninety four, if filed with the Registrar of Companies, West Bengal And it is further ordered that the Department, the Registrar of Companies, West Bengal and all parties concerned do act on a copy of the minutes of this order duly signed by an officer of this court being served on them.

Witness Shri Krishna Chandra Agarwal, Chief Justice at Calcutta aforesaid the twenty fifth day of April in the year one thousand nine hundred and ninety four.

Khaitan & Co., ... Advocates

J. Nandi  
8.7.94  
-For Registrar

C.A. No. 153 of 1994

In

C.P. No. 367 of 1993

connected with

C.A. No. 278 of 1993

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

In the matter of

The Companies Act, 1956

And

In the matter of

Santi Tea Estate (Private) Limited &  
Ors.

- |   |         |                                   |
|---|---------|-----------------------------------|
| i) Date when the decree or order was completed                  | 8.7.94  |                                   |
| ii) Date of application for copy                                | 27.4.94 |                                   |
| iii) Date of notifying the requisite number of folios and stamp | 8.7.94  | Order of the 25th day of Apr 1994 |
| iv) Date of delivery of the requisite folios and stamp          | 8.7.94  | Filed this 8th day of July, 1994  |
| v) Date on which the copy is ready for delivery                 | 8.7.94  |                                   |
| vi) Date when delivery was taken of the copy by the applicant   | 8.7.94  |                                   |

M. M. Roy 8.7.94  
Superintendent  
Copyists' Department  
High Court, O.S.

A. K. Chatterjee  
Superintendent  
Company Matters Department



Company Petition No. 372 of 1995  
connected with Company Application  
No. 370 of 1995  
In the High Court at Calcutta  
Original Jurisdiction

Seal

The Hon'ble Mr. Justice  
Shyamal Kumar Sen

President of the Union of India

In the matter of :

The Companies Act, 1956

And

In the matter of :

An application under Sections 391(2) and  
394 of the said Act

And

In the matter of :

Dhunseri Tea & Industries Limited, an existing  
company within the meaning of the Companies  
Act, 1956 and having its registered office at  
"Dhunseri House", 4A, Woodburn Park,  
Calcutta 700 020 within the aforesaid  
jurisdiction

... Petitioner

The above petition coming on for hearing on this day and upon reading the said petition, the order dated eighth day of September in the year one thousand nine hundred and ninety five whereby the abovenamed petitioner, Dhunseri Tea & Industries Ltd. (hereinafter referred to as the said transferee Company) was ordered to convene meeting of the Equity shareholders of the said transferee Company for the purpose of considering and if thought fit, approving with or without modification the scheme of arrangement for amalgamation proposed to be made between the abovenamed Choukhanybag Tea Co. Ltd. (hereinafter referred to as the said transferor company) and the said transferee Company and annexed to the affidavit of Chandra Kanta Dhanuka filed on the eighth day of September in the year one thousand nine hundred and ninety five the Economic Times and the Aajkal both dated the twenty third day of September in the year one thousand nine hundred and ninety five each containing the advertisements of the said notices convening the said meeting directed to be held pursuant to the said order dated eighth day of September in the year one thousand nine hundred and ninety five the affidavit of Ram Chandra Mahadevan filed on twenty sixth day of October in the year one thousand nine hundred and ninety five showing the publication and despatch of the said notices convening the said meeting, the Report of the Chairman of the said meeting, dated the twenty ninth day of October in the year one thousand nine hundred and ninety five as to the result of the said meeting And upon reading on the part of the transferee Company and

affidavit of Nanku Tewari filed on the second day of December in the year one thousand nine hundred and ninety five and the exhibits therein referred to and upon reading the order made herein and dated the sixth day of November in the year one thousand nine hundred and ninety five And upon hearing Mr. M. C. Ghosh, Advocate for the petitioner Company and Mr. S. K. Kundu, Advocate for the Central Government And it appears from the said report that the proposed scheme of arrangement for amalgamation has been approved by the requisite majority of the shareholders of the said transferee Company as required in accordance with law and the learned Advocate for the Central Government has submitted before this court that he has no objection to the scheme being sanctioned And it appears that the Scheme if sanctioned shall be beneficial for the said transferee Company.

This court doth hereby sanctioned the scheme of arrangement for amalgamation so far as it is concerned to the said transferee company and set forth in annexure 'A' of the petition herein and specified in the schedule 'A' hereto and doth hereby declare the same to be binding with effect from first day of April in the year one thousand nine hundred and ninety five (hereinafter referred to as the said transfer date) on the said transferor Company and the said transferee Company and their respective shareholders and all concerned.

This Court doth order :

- 1) That all the property, rights and powers of the said transferor company including those specified in the first, second and third parts of the schedule 'B' hereto be transferred from the said transfer date and be vested without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and be vested in the said transferee Company for all the respective estates and interests of the said transferor company but subject nevertheless to all charges now affecting the same, and
- 2) That all the liabilities, duties and obligations of the said transferor company be transferred from the said transfer date without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the liabilities, duties and obligations of the said transferee Company, and
- 3) That all proceedings and/or suits and/or appeals now pending by or against the said transferor Company shall be continued by or against the said transferee company ; and
- 4) That leave be and the same is hereby granted to the petitioner company to file the schedule of assets of the said transferor company as stated in paragraph twenty one of the said petition within a period of three weeks from the date hereof, and
- 5) That the said transferee company do within thirty days from the date of this order cause a certified copy thereof to be delivered to the Registrar of Companies, West Bengal for registration, and
- 6) That the scheme shall take effect subject to the result of the application pending in Guwahati High Court in respect of the said transferor company, and
- 7) That any person interested shall be at liberty to apply to this court in the above matter for such directions as may be necessary ; and

- 8) That all parties concerned including the official liquidator do act on a copy of the minutes of this order duly signed by an officer of this court being served on them.

Witness Mr. Visheshwar Nath Khare, Chief Justice at Calcutta aforesaid the twenty seventh day of February in the year one thousand nine hundred and ninety six.

Khaitan & Co. ... Advocates  
S. K. Kundu ... Advocate

P. Ghosh  
03.4.96  
For Registrar

**SCHEDULE 'A' ABOVE REFERRED TO :**  
**Scheme of Arrangement**  
**between**  
**Choukhanybag Tea Company Private Limited and its Members**  
**and**  
**Dhunseri Tea & Industries Limited and its Members**  
**for**  
**Amalgamation of Choukhanybag Tea Company Private Limited**  
**with**  
**Dhunseri Tea & Industries Limited**

**PART - I**

**Definitions :**

For the purpose of this scheme, the foregoing expression shall, unless the context otherwise requires, have the meaning as defined herein :-

1. "The Transferor Company" means Choukhanybag Tea Company Private Limited, an existing company within the meaning of the Companies Act, 1956 and having its registered office at Lamb Road, Guwahati in the State of Assam.
2. "The Transferee Company" means Dhunseri Tea & industries Limited, an existing Company within the meaning of the Companies Act, 1956 and having its registered office at "Dhunseri House" 4A, Woodburn Park, Calcutta 700 020 in the State of West Bengal.
3. "Effective Date" means the 1st day of April, 1995.
4. "Undertaking of the Transferor Company" means and includes :-
  - i) All the properties, assets and liabilities of the Transferor Company immediately before the amalgamation.
  - ii) Without prejudice to the generality of the foregoing clause the expression "undertaking" shall include (a) all rights, powers, authorities, privileges, benefits, liberties and interests in all properties and assets of the Transferor Company, whether moveable or immoveable, real or personal, corporeal or incorporeal, in possession or in reversion, present or contingent of whatsoever nature and wherever situate, including all lands, buildings, tea estates, gardens, factories, installations, plant and machinery, furniture and fittings, vehicles, office equipments, shares, securities, inventories, raw materials, spares, stocks, finished goods, tools and instruments, dyes, jigs, moulds, book debts, sundry debtors, cash and bank balances, remittances-in-transit, postage in hand, loans and advances, prepaid expenses, tax credits, compensation receivable, lease, tenancy and agency rights and all other interests and rights in or arising out of such property of the Transferor Company together with all licenses, trade marks, import entitlements and other quotas, if any, held, applied for or as may be obtained or receivable hereafter by the Transferor Company or which the Transferor Company is entitled to and (b) all debts, liabilities, duties and obligations of the Transferor Company of whatsoever kind including secured and unsecured loans, current liabilities and provisions and contingent and contractual liabilities.

5. "The Act" means the Companies Act, 1956.

Whereas :

1. The Transferor Company has an Authorised Share Capital of Rs. 25,00,000/- divided into 25,000 Equity Shares of Rs. 100/- each and an Issued, Subscribed and Paid up Share Capital of Rs. 11,20,000/- divided into 11,200 Equity Shares of Rs. 100/- each fully paid up.
2. The Transferee Company has an Authorised Share Capital of Rs. 10,00,00,000/- divided into 1,00,00,000 Equity Shares of Rs. 10/- each and an Issued and Subscribed Share Capital of Rs. 4,50,00,000/- divided into 45,00,000 Equity Shares of Rs. 10/- each and the Paid up Share Capital of Rs. 4,49,24,000/- with Rs. 76,000/- as calls unpaid.
3. The Transferor Company and the Transferee Company are both engaged in the business of plantation, cultivation, production and sale of tea. The Transferee Company also has a factory for processing and manufacturing tea. The Transferor Company is a wholly owned subsidiary of the Transferee Company.
4. For the purpose of better, efficient and economical management, control and running of the businesses of the undertaking of the Transferor Company and for administrative convenience thereof with a view to integrate the mutual field of activity and to obtain advantage of economy of scale and to pool the resources for joint and collective growth and development of the business of both the Companies with a wider capital and financial base as also to cut down duplication of procedures and formalities, the present Scheme is proposed to amalgamate the Transferor Company with the Transferee Company.

PART - II

1. With effect from the Effective Date, the undertaking of the Transferor Company shall without further act or deed, be transferred to and vested in and shall be deemed to have been transferred to and vested in the Transferee Company pursuant to Section 394(2) of the Act, subject however, to all charges, liens, mortgages, if any, then affecting the same or any part thereof.
2. If any suit, appeal or any other proceedings of whatsoever nature (hereinafter called "the proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or by reason of anything contained in this Scheme, but the proceedings shall be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against the Transferor Company, if the Scheme had not been made.
3. The transfer and vesting of the undertaking with the properties and liabilities under Clause 1 hereof and the continuance of the proceedings by or against the Transferee Company under Clause 2 hereof shall not affect any transaction or proceeding already concluded by or on behalf of the Transferor Company on and after the Effective Date to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by or on behalf of the Transferor Company as acts, deeds and things done and executed by or on behalf of the Transferee Company.
4. Subject to the provisions contained in the Scheme, all contracts, deeds, bonds, licences, agreements and other documents and instruments of whatsoever nature to which the Transferor Company is a party subsisting or having effect

immediately before the amalgamation, shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively, as if instead of the Transferor Company, the Transferee Company had been a party thereto.

5. Upon the Scheme being sanctioned by the Hon'ble Gauhati High Court and the Hon'ble High Court at Calcutta and the transfer taking place as stipulated under Clause 1 hereof :-
  - (a) The entire share capital of the Transferor Company shall stand cancelled against the shareholding of the Transferee Company in the Transferor Company.
  - (b) All the employees of the Transferor Company shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without any interruption in service. The Transferee Company agrees that the services of all such workmen and employees with the Transferor Company till their transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees may be eligible, including for the purpose of payment of any provident fund dues, gratuity dues, retrenchment compensation and other terminal benefits and accordingly, shall be reckoned therefor from the date of their respective appointment in the Transferor Company.
  - (c) Subject to an order being made by the Court, the Transferor Company shall be dissolved without winding up.
6. An account shall be taken of the Assets and Liabilities of the Transferor Company as on the date immediately preceding the Effective Date, and all the Assets and Liabilities of the Transferor Company, excepting Share Capital shall be incorporated in the Books of Account of the Transferee Company at the respective Book values thereof as appearing in the Books of Account of the Transferor Company.

#### PART - III

1. The Transferor Company shall make necessary applications to the Hon'ble Gauhati High Court for obtaining the sanction of the Scheme and for the consequent dissolution without winding up of the Transferor Company. The Transferee Company shall make necessary applications in the Hon'ble High Court at Calcutta for obtaining sanction of the Scheme.
2. Until the Scheme is sanctioned and transfers effected as aforesaid, the Transferor Company shall carry on its business in usual course and shall be deemed to be carrying on the said business for and on behalf of and in trust for the Transferee Company with effect from the Effective Date.
3. The Transferee Company shall pay all costs, charges and expenses of and incidental to the Scheme of Arrangement and the carrying out of the same into effect but in the event of the Scheme becoming null and void for any reason whatsoever, the said costs, charges and expenses shall be borne and paid by the party incurring the same.
4. The Board of Directors of the Transferor Company and the Transferee Company or any person authorised by them may assent on behalf of all concerned to any modification to the Scheme of Arrangement or to any condition which the Gauhati High Court or the High Court at Calcutta or the Government or any other authority may impose or which the said Board of Directors may, in their sole discretion, think fit and the Board of Directors may do all such acts, things and deeds as may be necessary, desirable, expedient and/or appropriate for the purpose of implementing the Scheme and/or to settle any question, doubt or difficulty regarding the

High Court or the High Court at Calcutta or the Government or any other authority may impose or which the said Board of Directors may, in their sole discretion, think fit and the Board of Directors may do all such acts, things and deeds as may be necessary, desirable, expedient and/or appropriate for the purpose of implementing the Scheme and/or to settle any question, doubt or difficulty regarding implementation of the Scheme or otherwise arising under the Scheme in any manner connected therewith.

5. If any doubt, or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuations or apportionment to be taken or made of any asset or liability transferred under the Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of the Scheme, the same shall be referred to Mr. H. L. Jhunjunwala, Advocate of M/s. Khaitan & Co., 9, Old Post Office Street, Calcutta 700 001 whose decision shall be final and binding on all concerned.

P. Ghosh  
03.4.96  
For Registrar

**SCHEDULE 'B' ABOVE REFERRED TO :**  
**Schedule of Assets**  
**of Choukhanybag Tea Company Limited to be**  
**transferred to Dhunseri Tea & Industries Limited**  
**with effect from 1st April, 1995**

**PART - I**Description of the freehold property of the Transferor Company

Nil

**PART - II**Description of the Leasehold property of the Transferor Company

A. Land at Khetojan Tea Estate admeasuring approximately 846 Bighas 2 Kattahs and 6 Lessas equivalent to 112.07 Hectares in the District of Tinsukia (formerly Dibrugarh) in the State of Assam under NLR Grant No. 333 as per details below :-

Mouza	Dag Nos.	Area		
		B	K	L
Tipling	6 (Part)	215	3	19
	7	91	0	17
	8	8	2	0
	9	64	2	0
	10	2	1	6
	11	2	3	0
	12	0	3	8
	13	2	1	7
	14	89	4	16
	15	9	0	2
	17	0	3	10
	18	14	2	4
	19	0	2	0
	20	209	0	6
	21	18	2	4
	22	1	1	14
	23	101	0	19
	38	1	4	7
	39	4	2	15
	40	4	0	10
41	0	4	15	
42	5	4	7	
		<u>846</u>	<u>2</u>	<u>6</u>

B. All non-factory buildings, bungalows, staff quarters, office buildings and other

buildings and structures situate and lying at the said Khetojan Tea Estate on the state of Assam.

PART - III

Description of all stocks, shares and debentures and other choses  
in-action of the Transferor Company

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Tea Board Registration No. 267

P. Ghosh  
03.4.96  
For Registrar

C. P. No. 372 of 1995  
connected with  
C. A. No. 370 of 1995  
IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

In the matter of  
The Companies Act, 1956  
And  
In the matter of  
Dhunseri Tea & Industries Ltd.

- |  |         |  |
|--|---------|--|
| (i) Date when the decree or order was completed                  | 3.4.96  |  |
| (ii) Date of application for copy                                | 27.2.96 |  |
| (iii) Date of notifying the requisite number of folios and stamp | 3.4.96  | Order of the 27th day of February 1996 |
| (iv) Date of delivery of the requisite folios and stamp          | 3.4.96  | Filed this 3rd day of April 1996       |
| (v) Date on which the copy is ready for delivery                 | 8.4.96  |  |
| (vi) Date when delivery was taken of the copy by the applicant   | 8.4.96  |  |

Sd/- illegible  
for Superintendent  
Company Matters Department

Sd/- illegible  
8.9.96  
Superintendent  
Copyists' Department  
High Court O.S.

Date of application for the copy.	Date fixed for notifying the requisite number of stamps and folios.	Date of delivery of the requisite stamps and folios.	Date on which the copy was ready for delivery.	Date of making over the copy to the applicant.
2.5.96	2.5.96	2.5.96	2.5.96	2.5.96

Company Petition No. 15 of 1995  
connected with  
Company Application no. 13 of 1995  
In the Gauhati High Court  
(High Court of Assam, Nagaland, Meghalaya, Manipur,  
Tripura, Mizoram and Arunachal Pradesh)  
Company Original Jurisdiction  
Choukhanybag Tea Company Limited  
– Petitioner

**BEFORE**

The Hon'ble Mr. Justice D. N. Baruah

For the Petitioner : Mr. H. Roy  
: Mr. N. Sinha, Advocates  
For the Company Law Board : Mr. K. N. Choudhury  
: Sr. Central Government Standing Counsel.  
For the Objector : Mr. G. N. Sahewalla, Advocate  
Date of Judgement and order : 25-3-96

Upon the above petition coming on for hearing on the 25th day of March, 1996 and having perused the Chairman's Report of the meeting of the Equity Shareholders of Choukhanybag Tea Company Limited (hereinafter referred to as "the Transferor Company") verified by affidavit, submitted under Rule 78 of the Companies (Courts) Rules, 1959 and marked as Annexure "G" to the said petition and held in compliance with this Court's order dated 10th November, 1995 and on perusal of the said petition for confirmation of the Scheme of Arrangement for amalgamation of the Transferor Company with Dhunseri Tea & Industries Limited (hereinafter referred to as "the Transferee Company"), a copy whereof is annexed to the said petition as Annexure "A", the Affidavit-in-opposition of Shri Prabhu Dayal Lohia, the objector and the Affidavit-in-reply of the petitioner and upon hearing Shri Hrishikesh Roy, counsel appearing for the petitioner who states that notice has been duly served on The Regional Director, Department of Company Affairs, Eastern Region, Calcutta and Notice of hearing has been duly advertised in "The Assam Tribune" and the "Ajir Asom" as ordered by this Court on 18th September, 1995 and that all the aforesaid directions have been faithfully complied with, Shri K. N. Choudhury, the Senior Central Government Standing Counsel who states that the Scheme of Amalgamation has been carefully examined by The Regional Director, Department of Company Affairs, Eastern Region, Calcutta and that the latter has no objection to the sanction/ approval of this Court to the Scheme of Arrangement, Shri G. N. Sahewalla, Advocate appearing for Shri Prabhu Dayal Lohia, a creditor of the Transferor Company who has filed his objection to sanction of the said Scheme of Arrangement and on perusal of prayers (c) and (d) of the petition which provides that all liabilities, duties and

obligations of Choukhanybag Tea Company Limited would be transferred to the Transferee Company, Dhunseri Tea & Industries Limited and all proceedings and/or suits and/or appeals now pending by or against Choukhanybag Tea Company Limited would be continued by or against the Transferee Company and the decision reported in 93 CWN 542 (Bengal Tea Industries Limited & Ors. vs. Union of India where it has been held that where under a Scheme all the liabilities of the Transferor Company stand transferred to the Transferee Company it would be open to the creditors of the Transferee Company to proceed against the Transferee Company in the same manner as they could have proceeded against the Transferor Company and on perusal of the order of the Hon'ble Calcutta High Court dated 27th February, 1996 in Company Petition No. 372 of 1995 connected with Company Application No. 370 of 1995 whereby the present Scheme of Arrangement has confirmed, it appears that the Scheme of Arrangement has been prepared bonafide and there is no bar whatsoever to the grant of approval/sanction to the Scheme of Arrangement as prayed for.

Accordingly, this Court doth hereby sanction the Scheme of Arrangement set forth in Annexure 'A' of the petition as specified in the Schedule 'A' hereto and doth hereby declare the same to be binding with effect from the 1st day of April, 1995 (hereinafter referred to as "the said Effective Date") on the Transferor Company and its shareholders and all concerned.

This Court doth order :

- (1) That all the property, rights and powers of the Transferor Company specified in the first, second and third parts of the Schedule 'B' hereto and all other property, rights and powers of the Transferor Company be transferred from the said Effective Date without further act or deed to the Transferee Company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and vest in the Transferee Company for all the estate and interest of the Transferor Company therein but subject nevertheless to all charges now affecting the same ;
- (2) That all the debts, liabilities, duties and obligations of the Transferor Company be transferred without further act or deed to the Transferee Company with effect from the Effective Date and accordingly the same shall, pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the Transferee Company ;
- (3) That all proceedings and/or suits and/or appeals now pending by or against the Transferor Company be continued by or against the Transferee Company ;
- (4) That leave be and the same is hereby granted to the petitioner Company to file the Schedule of Assets of the Transferor Company within three weeks from the date hereof ;
- (5) That the Transferor Company do within 30 days after the date of this order cause a certified copy of this order to be delivered to the Registrar of Companies, Assam for registration ;
- (6) That the Official Liquidator attached to this Hon'ble Court do file a report under second proviso to Section 394(1) of the Companies Act, 1956 in respect of the Transferor Company within six weeks from the date hereof ;
- (7) That the said Official Liquidator do forthwith serve a copy of the said report to be filed by him on the Advocate for the petitioner after filing of the said report with this Court ;

- (8) That leave be and the same is hereby granted to the Transferor Company to apply for the dissolution without winding up of the Transferor Company after filing of the said report by the said Official Liquidator ;
- (9) That any person interested shall be at liberty to apply to this Court in the above matter for such directions as may be necessary ;
- (10) That all parties to act on a copy of the minutes of this order being served on them.

**SCHEDULE 'A' ABOVE REFERRED TO :**

**Scheme of Arrangement**

**between**

**Choukhanybag Tea Company Private Limited and its Members**

**and**

**Dhunseri Tea & Industries Limited and its Members**

**for**

**Amalgamation of Choukhanybag Tea Company Private Limited**

**with Dhunseri Tea & Industries Limited.**

**PART - I**

**Definitions :**

For the purpose of this Scheme, the foregoing expressions shall, unless the context otherwise requires, have the meaning as defined herein :

1. "The Transferor Company" means Choukhanybag Tea Company Private Limited, an existing Company within the meaning of the Companies Act, 1956 and having its registered office at Lamb Road, Guwahati in the State of Assam.
2. "The Transferee Company" means Dhunseri Tea & Industries Limited, an existing Company within the meaning of the Companies Act, 1956 and having its registered office at "Dhunseri House", 4A, Woodburn Park, Calcutta 700 020 in the State of West Bengal.
3. "Effective Date" means the 1st day of April, 1995.
4. "Undertaking of the Transferor Company" means and includes :
  - (i) All the properties, assets and liabilities of the Transferor Company immediately before the amalgamation.
  - (ii) Without prejudice to the generality of the foregoing clause the expression "undertaking" shall include (a) all rights, powers, authorities, privileges, benefits, liberties and interests in all properties and assets of the Transferor Company, whether moveable or immovable, real or personal, corporeal or incorporeal, in possession or in reversion, present or contingent, of whatsoever nature and wherever situate, including all lands, buildings, tea estates, gardens, factories, installations, plant and machinery, furniture and fittings, vehicles, office equipments, shares, securities, inventories, raw materials, stores, spares, stocks, finished goods, tools and instruments, dyes, jigs, moulds, book debts, sundry debtors, cash and bank balances, remittances in transit, postage in hand, loans and advances, prepaid expenses, tax credits, compensation receivable, lease tenancy and agency rights and all other interests and rights in or arising out of such property of the Transferor Company together with all licenses, trade marks, import entitlement and other quotas, if any, held, applied for or as may be obtained or receivable hereafter by the Transferor Company or which the Transferor Company is entitled to and (b) all debts, liabilities, duties and obligations of the Transferor Company of whatsoever kind including secured and unsecured loans, current liabilities and provisions and contingent and contractual liabilities.

5. "The Act" means the Companies Act, 1956.

Whereas :

1. The Transferor Company has an Authorised Share Capital of Rs. 25,00,000/- divided into 25,000 Equity Shares of Rs. 100/- each and an Issued, Subscribed and paid up Share Capital of Rs. 11,20,000/- divided into 11,200 Equity Shares of Rs. 100/- each fully paid up.
2. The Transferee Company has an Authorised Share Capital of Rs. 10,00,00,000/- divided into 1,00,00,000 Equity Shares of Rs. 10/- each and an Issued and Subscribed Share Capital of Rs. 4,50,00,000/- divided into 45,00,000 Equity Shares of Rs. 10/- each and the paid-up Share Capital of Rs. 4,49,24,000/- with Rs. 76,000/- as calls unpaid.
3. The Transferor Company and the Transferee Company are both engaged in the business of plantation, cultivation and production and sale of tea. The Transferee Company also has a factory for processing and manufacturing tea. The Transferor Company is a wholly owned subsidiary of the Transferee Company.
4. For the purpose of better efficient and economical management, control and running of the business of the undertaking of the Transferor Company and to administrative convenience thereof with a view to integrate the mutual field activity and to obtain advantage of economy of scale and to pool the resource for joint and collective growth and development of the business of both the Companies with a wider capital and financial base and also to cut down duplication of procedures and formalities, the present scheme is proposed to amalgamate the Transferor Company with the Transferee Company.

#### PART - II

1. With effect from the Effective Date, the undertaking of the Transferor Company shall, without further act or deed be transferred to and vested in and shall be deemed to have been transferred to and vested in the Transferee Company pursuant to Section 394(2) of the Act, subject, however, to all charges, liens, mortgages if any, then affecting the same or any part thereof.
2. If any suit appeal or any other proceedings of whatsoever nature (hereinafter called "the proceedings") by or against the Transferor Company be pending, the same shall not abate, be discontinued or be in any way prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or by reason of anything contained in this scheme, but the proceedings shall be continued prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would be or might have been continued prosecuted and enforced by or against the Transferor Company, if the scheme had not been made.
3. The transfer and vesting of the undertaking with the properties and liabilities under clause 1 hereof and the continuance of the proceedings by or against the Transferee Company under clause 2 hereof shall not affect any transaction or proceeding already concluded by or on behalf of the Transferor Company and after the Effective Date to the end and intent that the Transferee Company accept and adopts all acts, deeds and things done and executed by or on behalf of the Transferor Company as acts, deeds and things done and executed by or on behalf of the Transferee Company.
4. Subject to the provisions contained in this Scheme, all contracts, deeds, bonds

licences, agreements and other documents and instruments of whatsoever nature to which the Transferor Company is a party subsisting or having effect immediately before the amalgamation shall remain in full force and effect against or in favour of the Transferee Company and may be enforced as fully and effectively, as if instead of the Transferor Company, the Transferee Company had been a party thereto.

5. Upon the Scheme being sanctioned by the Hon'ble Gauhati High Court and the Hon'ble High Court at Calcutta and the transfer taking place as stipulated under clause 1 hereof :
  - a) The entire share capital of the Transferor Company shall stand cancelled against the shareholding of the Transferee Company in the Transferor Company.
  - b) All the employees of the Transferor Company shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without any interruption in service. The Transferee Company agrees that the services of all such workmen and employees with the Transferor Company till their transfer, as aforesaid, shall be taken into account for the purposes of all benefits to which the said employees they may be eligible, including for the purpose of payment of any provident fund dues, gratuity dues, retrenchment compensation and other terminal benefits and accordingly, shall be reckoned therefor from the date of the respective appointment in the Transferor Company.
  - c) Subject to an order being made by the court, the Transferor Company shall be dissolved without winding up.
6. An account shall be taken of the Assets and Liabilities of the Transferor Company as on the date immediately preceding the Effective Date, and all the Assets and Liabilities of the Transferor Company, excepting Share Capital shall be incorporated in the Books of Account of the Transferee Company at the respective Book values thereof as appearing in the Books of Account of the Transferor Company.

#### PART - III

1. The Transferor Company shall make necessary applications to the Hon'ble Gauhati High Court for obtaining the sanction of the scheme and for the consequent dissolution without winding up of the Transferor Company. The Transferee Company shall make necessary application in the Hon'ble High Court at Calcutta for obtaining sanction of the scheme.
2. Until the scheme is sanctioned and transfers effected as aforesaid, the Transferor Company shall carry on its business in usual course and shall be deemed to be carrying on the said business for and on behalf of and intrust for the Transferee Company with effect from the Effective Date.
3. The Transferee Company shall pay all costs, charges and expenses of and incidental to the Scheme of Arrangement and the carrying out the same into effect but in the event of the Scheme becoming null and void for any reason whatsoever, the said costs, charges and expenses shall be borne and paid by the party incurring the same.
4. The Board of Directors of the Transferor Company and the Transferee Company or any person authorised by them may assent on behalf of all concerned to any modification to the Scheme of Arrangement or to any condition which the Gauhati

implementation of the Scheme or otherwise arising under the Scheme or in any manner connected therewith.

5. If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under the Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of the Scheme, the same shall be referred to Mr. A. K. Jhunjunwala, Advocate of M/s. Khaitan & Co., 9, Old Post Office Street, Calcutta 700001, whose decision shall be final and binding on all concerned.

**SCHEDULE 'B' ABOVE REFERRED TO :**

of Choukhanybag Tea Company Limited to be transferred to Dhunseri Tea & Industries Limited with effect from 1st April, 1995.

**PART - I**

Description of the freehold property of the Transferor Company

Nil

**PART - II**

Description of the leasehold property of the Transferor Company

- A. Land at Khetojan Tea Estate admeasuring approximately 846 Bighas 2 Kattahs and 6 Lessas equivalent to 112.07 Hectares in the District of Tinsukia (formerly Dibrugarh) in the state of Assam under NLR Grant No. 333 as per details below :-

Mouza	Dag Nos.	Area		
		B	K	L
Tipling	6 (Part)	215	3	19
	7	91	0	17
	8	8	2	0
	9	64	2	0
	10	2	1	6
	11	2	3	0
	12	0	3	8
	13	2	1	7
	14	89	4	16
	15	9	0	2
	17	0	3	10
	18	14	2	4
	19	0	2	0
	20	209	0	6
	21	15	2	4
	22	1	1	14
	23	101	0	19
	38	1	4	7
	39	4	2	15
	40	4	0	10
41	0	4	15	
42	5	4	7	
		<b>846</b>	<b>2</b>	<b>6</b>

- B. All non-factory buildings, bungalows, staff quarters, office buildings and other buildings and structures situate and lying at the said Khetojan Tea Estate in the state of Assam.

PART - III

Description of all stocks, shares and debentures and other choses-in-action of the Transferor Company

Tea Board Registration No. 267

Witness Shri Vinay Krishna Khanna, Chief Justice of the Gauhati High Court on the 25th day of March, 1996.

Sd/- illegible  
Registrar (J)  
High Court, Gauhati

Company Petition No. 100 of 2008  
Connected with Company Application  
No. 851 of 2007  
IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

The Hon'ble Justice Patherya

President of the Union of India

**In the Matter of :**

The Companies Act, 1956.

And

**In the Matter of :**

An application under Sections 391(2) and 394 read with Sections 78 and 100 to 102 of the said Act.

And

**In the Matter of :**

Tezapore Tea Company Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020, within the aforesaid jurisdiction.

And

Dhunseri Tea & Industries Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020, within the aforesaid jurisdiction.

1. Tezapore Tea Company Limited
2. Dhunseri Tea & Industries Limited

..... Petitioners

The above petition coming on for hearing on this day upon reading the said petition, the order dated Eighteenth day of December in the year two thousand and seven whereby the abovenamed petitioner Company No. 1. Tezapore Tea Company Limited (hereinafter referred to as the said transferor Company) was ordered to convene a meeting of its ordinary shareholders and of the abovenamed petitioner Company No. 2. Dhunseri Tea & Industries Limited (hereinafter referred to as the said transferee Company) was ordered to convene a meeting of its equity shareholders for the purpose of considering, and if thought fit, approving with or without modification the proposed Scheme of Amalgamation of the said transferor Company with the said transferee Company and annexed to the joint affidavit of Prakash Ch. Dhandhania and Ramachandra Mahadevan Iyer filed on the Seventeenth day of December in the year two thousand and seven "The Business Standard" and the 'Aajkal' both dated the fourth day of January in the year two thousand and eight each containing the advertisement of the notices convening the said meetings directed to be held by the said order dated Eighteenth day of December in the year two thousand and seven the Joint affidavit of Prakash Ch. Dhandhania and Ramachandra Mahadevan Iyer filed on the twenty second day of January in the year two thousand and eight showing the publication and despatch of the said notices convening the said meetings, the report of the Chairpersons of the said meeting dated the twenty eighth day of February in the year two thousand and eight and third day of March in the year two thousand and eight respectively as to the result of the said meetings and upon reading on the part of the petitioners companies an affidavit of Swapan Kumar Roy filed on the Seventeenth day of April in the year two thousand and eight and the exhibits therein referred to and upon reading the order made herein and dated Nineteenth day of March in the year two thousand and eight and upon reading an affidavit of Mr. U. C. Nahta, the Regional Director (Eastern Region) Ministry of Company Affairs, Kolkata filed on the twenty-second day of April in the year two thousand and eight on behalf of the Central Government and upon hearing Mr. Ratnanko Banerjee, Advocate (Mr. Aniket Agarwal, Advocate, Mr. D. N. Sharma, Advocate appearing with him) for the said Petitioner Companies and Mr. T. Adhikari, Advocate on behalf of the Central Government and it appearing from the said report of the Chairpersons that the proposed Scheme of Amalgamation has been approved by the requisite majority of the ordinary shareholders of the said transferor company and that of the equity shareholders of the said transferee company in accordance with law and in view of the rejection of the objection raised by the Central Government.

This Court doth hereby sanction the proposed Scheme of Amalgamation set forth in Annexure - A of the petition herein and specified in the Schedule - A hereto and doth hereby declare the same to be binding with effect from first day of April in the year two thousand and seven (hereinafter referred to as the said Appointed Date) on the said transferor Company and the said transferee company and their respective shareholders and all concerned.

This Court doth Order :

1. That all the property, rights and powers of the said transferor company including those specified in the first, second and third parts of the Schedule - B hereto be transferred from the said Appointed Date and vest without further act or deed in the said transferee company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and rest in the said transferee company for all the estate and interest of the said transferor company therein subject nevertheless to all charges now affecting the same as provided in the said scheme, And
2. That all the debts, liabilities, duties and obligations of the said transferor company be transferred from the said Appointed Date without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act 1956 be transferred to and become the debts, liabilities, duties and obligations of the said transferee company, And
3. That all proceedings and/or suits and/or appeals now pending by or against the said transferor company shall be continued by or against the said transferee company, And
4. That leave be and the same is hereby granted to the said petitioner companies to file the Schedule of Assets of the said transferor company within a period of three weeks from the date hereof, And
5. That the said transferor company and the said transferee company each do within a period of thirty days from the date hereof cause the certified copies of this order to be delivered to the Registrar of Companies, West Bengal for registration, And
6. That the said transferee Company do issue and allot to the shareholders of the said transferor company, the shares in the said transferee Company to which they are entitled in terms of clause 11 of the said scheme, And
7. That the official Liquidator of this Hon'ble Court do file a report under second proviso to Section 394 (1) of the Companies Act, 1956 in respect of the said transferor company within a period of six weeks from the date hereof, And
8. That the said official Liquidator do forthwith serve a copy of the said report filed by him as aforesaid upon Khaitan & Co., the Advocate on-record for the said petitioner Companies after filing the same with this Hon'ble Court, And
9. That leave be and the same is hereby granted to the said transferee Company to apply for the dissolution without winding up of the said transferor company upon filing the said report by the said official Liquidator, And
10. That in the event that the said petitioner Companies supply a computerised print out of the said scheme and the Schedule of Assets relating thereto in acceptable form to the department, the department concerned is hereby directed to append such computerised print out, upon verification, to the certified copy of this order without insisting on a hand written copy thereof, And
11. That the said petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at two hundred gold mohars, And
12. That the objection filed by the Central Government shall be kept as on records herein, And
13. That the Company Petition No. 100 of 2008 be and the same is hereby disposed of accordingly with the aforesaid directions.

Witness Mr. Surinder Singh Nijjar, the Chief Justice at Calcutta aforesaid the twenty third day of April in the year two thousand and eight.

Khaitan & Co. .... Advocate for the petitioner Companies.

Mr. S. S. Sarker ..... Advocate for the Central Government,

Sd/-illegible  
16.05.2008  
for Registrar

Schedule "A" above referred to

SCHEME OF AMALGAMATION  
(UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956)  
OF  
TEZPORE TEA COMPANY LIMITED  
WITH  
DHUNSERI TEA & INDUSTRIES LIMITED

PART - I  
(Preliminary)

1. DEFINITIONS :

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings:

- i. "Act" means The Companies Act, 1956, including any statutory modifications, re-enactments or amendments thereof.
- ii. "Appointed Date" means the 1st day of April, 2007 or such other date as the Hon'ble High Court at Calcutta may direct.
- iii. "Effective Date" means the date or last of the dates on which certified copies of the order sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the Registrar of Companies.
- iv. "Scheme" means this Scheme of Amalgamation of the Transferor Company with the Transferee Company in its present form or with such modifications as sanctioned by the Hon'ble High Court at Calcutta.
- v. "Transferor Company" means Tezapore Tea Company Limited, an existing Company within the meaning of the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal;
- vi. "Transferee Company" means Dhunseri Tea & Industries Limited, an existing Company within the meaning of the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- vii. "Undertaking of the Transferor Company" means and includes:
  - (i) All the properties, assets, rights and powers of the Transferor Company; and
  - (ii) All the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause the said Undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including all agricultural lands with all tea bushes and seedlings, nurseries, clones and other crops and trees whatsoever growing or standing thereon, other lands, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all liberties, easements, advantages, exemptions, approvals, licenses, trade marks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by the Transferor Company or which the Transferor Company is entitled to together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.

- viii. Word (s) and expression (s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. SHARE CAPITAL :

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of approval of the Scheme by the Board of Directors of the said Companies, i.e. as on September 28, 2007, is as under :

i. The Transferor Company :		(Rs.)
<b>Authorised Share Capital :</b>		
49,50,000 Ordinary Shares of Rs.10/- each		4,95,00,000
50,000 Preference Shares of Rs.10/- each cumulative as to 5%		5,00,000
		<u>5,00,00,000</u>
<b>Issued, Subscribed and Paid up Share Capital :</b>		
21,80,082 Ordinary Shares of Rs.10/- each fully paid up		2,18,00,820
3,16,000 Ordinary Shares of Rs.10/- each of the Transferor Company are held by the Transferee Company.		
ii. The Transferee Company :		(Rs.)
<b>Authorised Share Capital :</b>		
1,00,00,000 Equity Shares of Rs.10/- each		10,00,00,000
<b>Issued, Subscribed and Paid up Share Capital :</b>		
69,83,800 Equity Shares of Rs.10/- each fully paid up		6,98,38,000
Add Amount paid up on forfeited Equity Shares		81,000
		<u>6,99,19,000</u>

### 3. OBJECTS AND REASONS :

- i. The Transferor Company is engaged in the business of cultivation, production and sale of tea and has three tea estates in the State of Assam. The Transferee Company is also engaged in such business and has eight tea estates in the State of Assam. In addition the Transferor Company has a relatively small presence in the State of West Bengal in the form of its only tea estate in such State known as 'Merry View Tea Estate' situated at Hatighisa in District Darjeeling. The considerations and factors applicable to the tea plantation business in the State of Assam are different from those applicable to such business in the State of West Bengal. The Transferee Company and the Transferor Company have been exploring suitable options for restructuring and consolidation of their operations and refocusing their efforts for optimum growth and development. The Transferor Company has decided to exit from its tea plantation business in the State of West Bengal by disposing of its said tea estate therein subject to necessary approvals. The Transferor Company has accordingly entered into a Memorandum of Understanding with Dalmia Tea Plantation & Industries Limited on September 21, 2007 for sale of its Merry View Tea Estate for a total consideration of Rs.4.50 crores.
- ii. For the optimum running, growth and development of the restructured business and undertakings of the Transferor Company and the Transferee Company with their combined resources and a larger capital and asset base, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and the terms and conditions stated in this Scheme of Amalgamation.
- iii. The amalgamation will enable appropriate consolidation and integration of the activities of the Transferor Company and the Transferee Company with pooling and more efficient utilisation of their resources, reduction in overheads and other expenses and improvement in various other operating parameters. The amalgamation will result in the formation of a larger and stronger entity having greater capacity for conducting its operations more efficiently and competitively. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

### PART - II (The Scheme)

#### 4. TRANSFER OF UNDERTAKING :

- 4.1 With effect from the Appointed Date the Undertaking of the Transferor Company shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing so as to become on and from the Appointed Date the Undertaking of the Transferee Company.
- 4.2 All debts, liabilities, duties and obligations of the Transferor Company shall also be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.3 The transfer and vesting of the Undertaking of the Transferor Company, as aforesaid, shall be subject

to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the relative assets of the Transferor Company or part thereof on or over which they are subsisting on transfer to and vesting of such assets in the Transferee Company and no such charges, mortgages, and/ or encumbrances shall extend over or apply to any other asset(s) of the Transferee Company. Any reference in any security documents or arrangements (to which the Transferor Company is a party) to any assets of the Transferor Company shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of the Transferee Company. Similarly, the Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.

- 4.4 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates and no-objection certificates obtained by the Transferor Company for their operations and/or to which the Transferor Company is entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates and no-objection certificates and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which the Transferor Company is entitled in terms of the various Statutes and / or Schemes of Union and State Governments shall be available to and vest in the Transferee Company upon this Scheme becoming effective.

5. **LEGAL PROCEEDINGS :**

If any suits, actions and proceedings of whatsoever nature (hereinafter called "the Proceedings") by or against the Transferor Company is pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.

6. **CONTRACTS AND DEEDS :**

- 6.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.
- 6.2 The Transferee Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company.

7. **SAVING OF CONCLUDED TRANSACTIONS :**

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

8. **EMPLOYEES :**

On and from the Effective Date :

- 8.1 All the employees of the Transferor Company in service on the Effective Date shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date.
- 8.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.
9. **DISSOLUTION OF THE TRANSFEROR COMPANY :**  
The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.
10. **BUSINESS IN TRUST FOR THE TRANSFEE COMPANY :**  
With effect from the Appointed Date and up to the Effective Date :
- 10.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- 10.2 The Transferor Company shall carry on its businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with their assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability or incur any major expenditure, except as is necessary in the ordinary course of their business, without the prior written consent of the Transferee Company.
- 10.3 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company including accumulated losses shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.
11. **ISSUE OF SHARES :**
- 11.1 Upon the Scheme coming into effect, and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Company holding fully paid-up Ordinary Shares in the Transferor Company and whose names appear in the Register of Members of the Transferor Company on such date ("the Record Date"), as the Board of Directors of the Transferee Company shall determine, Ordinary Shares of Rs.10/- each in the Transferee Company credited as fully paid up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "New Equity Shares") in the following ratio :
- 1 (One) New Equity Share of Rs.10/- each in the Transferee Company credited as fully paid-up for every 2 (Two) Ordinary Shares of Rs.10/- each fully paid-up held by them in the capital of the Transferor Company.
- 11.2 No fractional shares shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the members of the Transferor Company may be entitled on issue and allotment of the New Equity Shares of the Transferee Company. The Board of Directors of the Transferee Company or a committee thereof shall consolidate all such fractional entitlements, and issue and allot New Equity Shares in lieu thereof to a Director and / or Officer(s) of the Transferee Company on the express understanding that such Director and / or Officer(s) to whom such New Equity Shares are allotted shall sell the same in the market and pay to the Transferee Company the net sale proceeds thereof, whereupon the Transferee Company shall distribute such net sale proceeds to the members of the Transferor Company in proportion to their fractional entitlements.
- 11.3 For the purposes as aforesaid, the Transferee Company shall, if and to the extent required, apply for and obtain the requisite consent or approval of the Government of India and the Reserve Bank of India and other Appropriate Authorities concerned, for the issue and allotment by the Transferee Company to the respective non-resident members of the Transferor Company, of the New Equity Shares in the Share Capital of the Transferee Company in the ratio aforesaid.

- 11.4 The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Ordinary Shares of the Transferor Company shall rank *pari passu* in all respects with the existing Equity Shares of the Transferee Company. Further such new Equity Shares shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Shares of the Transferee Company are listed and/or admitted to trading.
- 11.5 The members of the Transferor Company shall have the option, exercisable by notice in writing, by them to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof, to receive, either in certificate form or in dematerialised form, the New Equity Shares of the Transferee Company in lieu thereof in accordance with terms hereof. In the event such notice is not received by the Transferee Company in respect of any of the members, the New Equity Shares of the Transferee Company shall be issued to such members in certificate form. Those members exercising the option to receive the shares in dematerialised form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required. The Transferee Company shall issue and directly credit the dematerialised securities account of such members with the New Equity Shares of the Transferee Company. Notwithstanding anything to the contrary in this Scheme, upon the New Equity Shares in the Transferee Company being issued and allotted by it to the members of the Transferor Company as on the Record Date, the share certificates in relation to the Ordinary Shares held by them in the Transferor Company shall stand cancelled. Wherever applicable, the Transferee Company shall instead of requiring the surrender of the share certificates of the Transferor Company, directly issue and despatch the new share certificates of the Transferee Company in lieu thereof.
- 11.6 The Ordinary Shares held by the Transferee Company in the capital of the Transferor Company shall stand cancelled upon the Scheme coming into effect and in lieu thereof no New Equity Shares shall be issued or allotted by the Transferee Company to any person whatsoever. The difference between the face value of such Ordinary Shares held by the Transferee Company in the capital of the Transferor Company and the cost of investment of the Transferee Company in such shares shall be adjusted against the Share Premium Account of the Transferee Company as an integral part of this Scheme.
12. ACCOUNTING :
- 12.1 On and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, the reserves of the Transferor Company shall be merged with the corresponding reserves of the Transferee Company and all assets and liabilities, including reserves, of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book value as recorded in the Transferor Company's books of accounts.
- 12.2 The Transferor Company has accounted for certain of its Fixed Assets on the basis of revaluation thereof and also provides for depreciation on the revalued amount. On the contrary, the Transferee Company has not revalued its similar fixed assets and provides for depreciation on their written down historical values. Pursuant, *inter alia*, to paragraph 34 of Accounting Standard (AS) 14, 'Accounting for Amalgamations' and in order to ensure uniformity of accounting policies, including in accounting for fixed assets and depreciation, the change in book value of such assets of the Transferor Company consequent to their revaluation shall be ignored and such assets reflected in the books of account of the Transferee Company accordingly. Corresponding effect thereof shall be given in the Revaluation Reserves of the Transferor Company created on such revaluation by adjusting the impact of ignoring revaluation against such Revaluation Reserves. In case of any other difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the reserves of the Transferee Company in accordance with the said Accounting Standard to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
- 12.3 The difference between the amount recorded as additional share capital issued by the Transferee Company on amalgamation and the amount of share capital of the Transferor Company in lieu whereof such additional share capital is issued shall, subject to the other provisions contained herein, be adjusted against and reflected in the reserves of the Transferee Company in accordance with the said Accounting Standard.
13. APPLICATIONS :
- The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make

necessary applications under Sections 391 to 394 of the Act, to the Hon'ble High Court at Calcutta, for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal as the context may require. The Transferor Company and the Transferee Company shall also apply for such other approvals as may be necessary in law, if any, for bringing the Scheme into effect. Further, the Transferor Company and the Transferee Company shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

**14. APPROVALS AND MODIFICATIONS :**

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- 14.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and / or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.
- 14.2 To settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

**15. SCHEME CONDITIONAL UPON :**

The Scheme is conditional upon and subject to the approval of the Scheme by the requisite majority of the members of the Transferor Company and the Transferee Company and Sanction of the same by the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the respective Appointed Dates as specified herein, shall become effective pursuant to filing of certified copies of the aforesaid order sanctioning the same with the Registrar of Companies by the Transferor Company and the Transferee Company.

**16. COSTS, CHARGES AND EXPENSES :**

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

**17. RESIDUAL PROVISIONS :**

- 17.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Section 81(1-A) and any other provisions of the Act to the extent the same may be considered applicable.
- 17.2 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.
- 17.3 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. P. L. Agarwal, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

Sd/- Illegible  
For Registrar

Schedule "B" above referred to

**SCHEDULE OF ASSETS  
OF  
TEZPORE TEA COMPANY LIMITED (TTCL)  
TO BE TRANSFERRED TO  
DHUNSERI TEA & INDUSTRIES LIMITED (DTIL)**

**PART - I**

(Short description of freehold properties of TTCL)

Office space admeasuring 5021 square feet of super built-up area lying on Eastern Side of the Second Floor of the building known as Dhunseri House at premises No.4A-Woodburn Park, Kolkata – 700 020

**PART-II**

(Short description of Leasehold properties of TTCL)

Land comprised in Bahipookri, Bettybari and Orang Tea Estates of TTCL, Post Office Mazbat, District Udalguri in the State of Assam & Merry View Tea Estate in the State of West Bengal.

**A) Bahipookri Tea Estate situated in the district of Udalguri in Assam**

1. Patta No. 1 Village : No. 1 Bahipookri Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
WLA 1 I	Tezpore Tea Co. Ltd., Bahipukhuri Bagan	1	0	0	6
		32	1	3	14
		36	0	2	9
		37	72	0	17
		38	0	1	3
		39	9	3	3
		40	8	0	5
		41	16	2	4
		42	15	3	15
		43	1	0	2
		44	2	0	0
		45	11	2	19
		46	0	0	10
		47	0	3	6
		48	3	1	6
		49	2	0	1
		50	1	4	4
		51	1	1	5
		52	5	4	17
		53	1	3	5
		54	1	1	14
		55	0	3	14
		56	0	2	11
		57	1	0	0
		58	2	3	17
		59	0	4	15
		60	1	2	15
		61	1	0	8
		62	1	4	10
63	2	2	8		
64	1	0	12		
65	2	3	12		
66	1	2	19		
67	1	3	14		
68	1	0	14		
69	0	3	14		

1. Patta No. 1 Village : No. 1 Bahipookri Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		70	0	1	7
		71	100	1	6
		72	3	4	15
		73	3	3	1
		75	0	0	17
		76	140	4	1
		78	9	2	2
		79	10	2	4
		80	3	3	8
		81	68	0	5
		82	5	0	2
		83	25	2	9
		84	49	2	3
		86	44	1	11
		87	2	4	1
		88	40	1	0
		89	4	0	12
		90	55	3	8
		91	0	4	0
		92	0	2	16
		93	3	2	1
		94	2	0	1
		95	3	3	19
		96	57	3	10
		97	2	3	16
		98	3	0	17
		99	0	2	16
		100	3	0	9
		101	2	2	17
		102	1	0	8
		103	5	4	19
		104	3	3	11
		105	2	4	17
		106	3	1	0
		107	3	0	10
		108	4	0	14
		109	3	2	5
		110	2	3	12
		111	5	0	0
		112	1	4	0
		113	2	0	0
		114	1	4	6
		115	3	0	12
		116	1	4	16
		117	2	0	9
		118	2	3	3
		119	1	4	5
		120	1	3	4
		121	0	1	7
		122	3	1	13
		123	1	1	12
		124	1	0	7
		125	0	4	16
		126	2	0	7
		127	1	4	16
		128	1	0	13
		129	2	2	13

1. Patta No. 1 Village : No. 1 Bahipookri Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		130	1	1	6
		131	1	2	0
		132	2	3	12
		133	1	4	18
		134	1	0	7
		135	1	3	4
		136	2	2	8
		137	0	4	9
		138	1	4	16
		139	1	4	5
		140	1	2	8
		141	4	0	11
		142	6	2	2
		143	1	1	8
		144	3	2	12
		145	2	1	1
		146	1	4	0
		147	1	3	18
		148	0	4	12
		149	3	3	5
		150	2	4	13
		151	1	1	13
		152	0	4	16
		153	6	0	17
		154	1	2	5
		155	1	3	15
		156	0	3	16
		157	0	4	14
		158	0	1	3
		159	0	1	19
		160	2	0	14
		161	0	2	17
		162	1	1	2
		163	1	2	8
		164	0	1	14
		165	2	4	7
		166	1	4	17
		167	0	3	15
		168	1	1	15
		169	0	4	14
		170	0	2	5
		171	0	2	19
		172	0	3	9
		173	1	0	8
		174	0	4	1
		176	117	2	5
		177	1	3	7
		179	2	1	15
		180	1	3	14
		181	3	3	15
		182	0	3	10
		183	3	3	10
		184	44	4	15
		185	6	2	7
		186	58	0	3
		187	2	0	2
		188	1	4	7

1. Patta No. 1 Village : No. 1 Bahipookri Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		189	4	4	3
		190	1	3	8
		191	4	0	4
		192	1	3	18
		193	3	2	1
		194	1	1	11
		195	7	3	6
		198	4	0	5
		197	2	0	2
		198	18	3	4
		199	11	1	11
		200	1	2	12
		202	3	2	16
		256	0	1	10
		283	0	1	1
		284	2	0	9
		337	0	2	0
		338	1	2	2
		339	2	2	10
		340	1	0	10
		341	1	3	2
		342	0	2	18
		343	4	4	9
		344	3	3	8
		345	4	1	13
		346	50	0	5
		347	4	4	19
		348	4	1	1
		349	5	0	14
		350	5	0	15
		333	0	0	3
		351	24	3	7
		352	0	4	1
		354	1	1	8
		355	2	2	0
		356	80	1	14
		357	3	2	4
		358	114	4	8
		359	2	2	13
		360	3	4	4
		361	114	4	8
		362	24	4	8
		363	12	4	17
		364	8	0	0
		365	48	1	13
		366	30	2	5
		367	5	2	19
		368	8	2	8
		369	21	1	6
		370	54	1	5
		371	3	0	5
		372	1	2	9
		373	4	0	1
		374	81	4	16
		375	0	2	10
		376	1	2	19
		377	81	1	17

1. Patta No. 1 Village : No. 1 Bahipookri Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		378	8	2	8
		379	29	1	19
		380	4	0	13
		383	19	0	18
		402	1	2	6
		405	127	0	2
		406	5	2	2
		407	16	3	12
		408	14	4	3
		409	101	4	11
		410	2	1	8
		411	0	3	16
		412	16	0	4
		413	4	4	17
		420	4	3	5
		421	0	4	6
		422	1	4	13
		423	0	2	0
		424	7	2	4
		425	3	2	1
		445	1	4	17
		446	2	4	10
		568	1	4	19
		569	125	0	19
		570	20	4	1
		571	11	2	15
		572	144	0	16
		573	18	2	2
		574	19	1	19
		584	2	2	2
		586	2	2	18
		587	8	4	7
		588	6	0	13
		Total (1)	2735	480	2206
		Equivalent to	2853	0	6
2. Patta No. 2 Village : No. 1 Bahipukuri Bagan Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
2	Tezpore Tea Co. Ltd.,	236	5	4	8
WLA 13	Bahipukhuri Bagan	237	12	4	5
		239	183	3	3
		240	60	0	7
		241	3	0	19
		242	91	0	0
		243	3	0	11
		244	16	4	9
		245	31	0	15
		247	3	1	19
		248	3	2	4
		249	2	4	0
		250	4	1	2
		251	3	1	16
		252	6	1	2
		253	1	3	17

2. Patta No. 2 Village : No. 1 Bahipukuri Bagan Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		254	0	3	19
		255	2	0	11
		257	1	3	0
		258	1	0	13
		259	2	1	11
		260	2	0	0
		261	2	2	6
		262	2	3	3
		263	0	2	0
		264	3	1	14
		265	1	2	2
		266	0	4	0
		267	1	2	2
		268	1	3	2
		269	1	2	7
		270	3	0	10
		271	3	1	5
		272	89	3	4
		273	4	1	12
		274	11	0	15
		275	16	3	7
		276	2	4	6
		277	3	4	2
		278	4	3	12
		279	1	1	1
		280	5	3	12
		281	5	1	5
		282	2	3	17
		286	4	2	6
		287	1	1	0
		288	1	2	1
		289	51	1	0
		290	1	2	17
		291	3	3	1
		292	2	1	0
		293	4	1	1
		294	3	4	1
		295	2	4	7
		296	3	0	2
		297	22	1	0
		298	2	0	16
		299	3	0	6
		300	3	0	8
		301	4	0	18
		302	2	2	10
		303	1	4	1
		304	5	0	19
		305	2	0	17
		306	2	1	14
		307	2	2	0
		308	2	0	15
		309	2	1	19
		310	2	1	15
		311	0	4	17
		312	0	2	15
		313	38	4	9
		314	3	1	2

2. Patta No. 2 Village : No. 1 Bahipukuri Bagan Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		315	1	4	0
		316	1	2	18
		317	0	4	1
		318	5	4	18
		319	5	4	9
		320	2	3	17
		321	3	1	0
		322	31	0	17
		323	2	1	2
		324	97	3	4
		325	2	0	10
		326	2	1	8
		327	2	0	11
		328	0	4	15
		329	10	1	15
		330	2	2	8
		331	1	4	7
		332	3	0	4
		334	1	0	18
		335	3	3	16
		336	1	1	17
		353	4	4	9
		381	0	2	10
		384	0	1	0
		385	0	4	4
		386	1	2	6
		387	12	0	7
		388	0	4	4
		389	3	4	4
		390	3	2	0
		391	2	3	13
		392	4	1	0
		393	4	2	12
		394	2	3	3
		395	2	0	9
		396	0	4	2
		397	2	0	6
		398	2	3	1
		399	3	0	17
		400	2	1	17
		401	1	0	6
		404	0	0	16
		447	1	2	1
		448	1	2	17
		449	2	0	7
		450	6	1	9
		451	6	3	19
		452	2	1	2
		453	1	0	12
		454	1	1	7
		455	0	4	17
		456	1	2	7
		457	0	3	18
		458	1	1	1
		459	2	2	4
		460	2	4	1

2. Patta No. 2 Village : No. 1 Bahipukuri Bagan Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		461	0	4	1
		462	2	4	15
		463	0	4	8
		464	1	0	19
		465	1	0	15
		466	1	0	13
		467	1	0	8
		468	3	3	16
		469	0	4	0
		470	1	0	9
		471	6	0	18
		472	2	0	2
		473	2	0	19
		474	0	4	16
		475	3	0	6
		476	0	0	14
		477	23	2	6
		478	2	0	13
		479	2	4	15
		480	1	3	15
		481	0	3	4
		482	1	0	3
		483	2	4	18
		484	2	1	18
		485	0	3	12
		486	1	0	0
		487	1	0	3
		488	2	4	12
		489	2	2	7
		490	2	4	2
		491	2	1	1
		492	1	3	2
		493	1	2	14
		494	2	0	6
		495	2	1	4
		496	1	4	1
		497	1	1	6
		498	1	1	2
		499	1	3	13
		500	1	2	1
		501	0	4	17
		502	1	3	6
		503	0	3	1
		504	1	2	15
		505	1	0	17
		506	1	3	15
		507	1	0	6
		508	0	3	19
		509	2	1	2
		510	1	1	19
		511	1	3	0
		512	1	0	7
		513	1	1	2
		514	1	3	9
		515	1	4	18
		516	3	4	4

2. Patta No. 2 Village : No. 1 Bahipukuri Bagan Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		517	1	4	6
		518	1	2	17
		519	0	1	9
		520	2	1	16
		521	2	4	1
		522	1	1	17
		523	1	2	1
		524	1	2	0
		525	2	4	16
		526	3	1	19
		527	2	1	3
		528	2	3	10
		529	1	2	16
		530	1	2	10
		531	1	0	9
		532	2	0	9
		533	1	3	14
		534	1	3	12
		535	17	2	14
		536	2	3	11
		537	1	1	12
		538	1	2	8
		539	0	3	7
		540	0	2	9
		541	2	3	10
		542	3	2	16
		543	2	0	9
		544	2	1	5
		545	0	3	11
		546	1	1	11
		547	1	1	8
		548	0	3	6
		549	1	0	16
		550	3	2	2
		551	2	0	2
		552	0	3	0
		553	2	0	7
		554	1	2	9
		555	1	2	10
		556	2	0	6
		557	1	0	17
		558	1	0	17
		559	1	0	11
		560	1	1	7
		561	1	0	8
		562	0	3	3
		563	8	3	15
		564	1	0	6
		565	2	3	4
		566	3	1	1
		567	49	3	7
		589	1	0	0
		590	3	1	6
			1244	428	2045
		Total (2) Equivalent to	1350	0	5

3. Patta No. 3 Village : No. 1 Bahipukuri Bagan Mouza : Orang							
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag				
			Bigha	Katta	Lossa		
3 WLA 19	Tezpore Tea Co. Ltd., Bahipukhuri	204	28	2	4		
		205	133	0	7		
		206	2	3	16		
		207	75	0	2		
		208	61	4	4		
		209	19	2	7		
		211	10	2	5		
		214	24	1	19		
		215	33	0	3		
		216	0	3	5		
		217	15	3	17		
		218	5	2	0		
		219	2	4	17		
		220	59	2	0		
		221	1	3	0		
		222	128	2	0		
		223	6	2	5		
		224	0	4	0		
		225	2	3	13		
		226	45	1	13		
		227	3	2	1		
		228	56	1	5		
		229	17	4	15		
		234	4	2	2		
		238	121	2	11		
		Total (3)			849	54	171
		Equivalent to			861	2	11
		4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag				
			Bigha	Katta	Lossa		
1	Tezpore Tea Co. Ltd., Bahipukhuri	9	49	1	2		
		11	9	4	9		
		12	44	4	2		
		13	5	2	3		
		14	621	3	5		
		15	213	0	7		
		16	4	4	0		
		17	16	4	15		
		18	11	3	6		
		19	3	2	17		
		20	26	3	5		
		21	3	2	15		
		22	24	3	6		
		23	3	0	1		
		24	1	2	11		
		25	27	2	15		
		26	4	0	12		
		27	21	0	10		
		28	6	1	15		
		29	3	4	1		
		31	29	2	5		
32	2	1	11				
33	21	0	14				
34	29	2	14				
35	3	3	15				

4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		36	21	3	13
		41	0	2	19
		43	2	0	0
		44	30	1	13
		45	1	4	13
		46	30	2	13
		47	1	1	7
		48	2	3	1
		49	30	3	1
		50	1	4	1
		51	2	2	2
		52	4	1	6
		53	7	1	3
		54	4	2	7
		55	2	2	12
		56	1	2	10
		57	0	2	10
		58	1	2	7
		59	0	1	12
		60	1	4	5
		61	0	3	19
		62	3	0	6
		63	29	3	0
		64	1	0	0
		65	0	4	10
		66	2	2	0
		67	0	3	0
		68	1	4	10
		69	0	4	11
		70	1	2	0
		71	2	3	17
		72	1	0	17
		73	0	3	19
		74	0	3	12
		75	16	3	0
		76	2	0	1
		77	30	2	6
		78	2	0	1
		79	0	3	1
		80	2	2	0
		81	16	2	10
		82	1	1	10
		83	1	0	13
		84	0	3	0
		85	1	3	9
		86	4	0	13
		87	1	0	7
		88	1	1	7
		89	0	0	7
		90	5	0	19
		91	1	2	7
		92	0	1	9
		93	0	3	1
		94	1	3	13
		95	0	3	18
		96	1	0	6
		97	1	0	14

4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		98	22	3	0
		99	2	1	15
		100	0	3	18
		101	1	2	12
		102	0	2	6
		103	0	2	6
		104	1	1	8
		105	1	4	2
		106	1	2	2
		107	0	4	15
		111	1	1	6
		116	0	4	5
		117	0	4	18
		118	0	2	8
		119	0	1	2
		120	0	1	15
		121	0	2	5
		122	0	2	7
		123	0	1	13
		124	0	2	0
		125	0	3	0
		126	3	0	19
		127	0	4	12
		128	3	2	1
		129	1	4	3
		130	0	2	7
		131	1	1	19
		132	3	0	7
		133	2	3	8
		134	1	2	13
		135	1	2	12
		136	3	0	14
		137	4	3	19
		138	1	1	19
		139	1	0	4
		140	1	2	11
		141	3	4	6
		142	3	4	5
		143	7	0	3
		144	2	0	7
		145	3	1	3
		146	3	2	18
		147	2	2	0
		148	3	1	1
		149	70	0	9
		150	1	4	5
		151	4	1	6
		152	2	4	7
		153	0	4	17
		154	0	4	18
		155	0	3	11
		156	3	1	8
		157	3	3	0
		158	4	0	6
		159	2	0	11
		160	3	2	13
		161	7	4	1

4. Patta No. 1 Village : Bahipukuri Bagon No. 2 Mouza : Orang						
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag			
			Bigha	Katta	Lossa	
		162	1	0	17	
		163	1	3	16	
		164	3	1	6	
		165	4	2	15	
		166	1	2	0	
		167	1	4	15	
		168	2	1	18	
		169	2	1	13	
		170	4	2	1	
		171	7	3	9	
		172	9	2	3	
		173	4	2	13	
		174	1	3	17	
		175	0	0	7	
		176	1	1	19	
		177	0	4	3	
		178	1	2	15	
		179	3	4	4	
		180	2	4	16	
		181	2	1	0	
		182	1	0	0	
		183	0	0	12	
		184	1	4	1	
		185	1	4	1	
		186	1	4	8	
		187	0	2	5	
		188	0	1	18	
		189	0	1	17	
		190	0	3	9	
		191	0	3	10	
		192	0	4	3	
		193	0	2	13	
		194	0	2	0	
		195	0	4	17	
		206	0	3	1	
		207	0	4	10	
		208	0	4	10	
		209	0	3	11	
		210	0	1	12	
		211	0	1	15	
		212	0	3	11	
		213	0	2	7	
		214	1	1	1	
		215	2	0	8	
		216	0	3	13	
		217	1	2	2	
		218	0	3	8	
		219	0	1	9	
		220	3	4	1	
		221	0	4	14	
		222	1	2	7	
		223	2	3	5	
		224	1	3	11	
		225	2	1	7	
		226	1	0	10	
		227	0	3	6	
		228	4	3	2	

4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		229	1	1	15
		230	4	0	1
		231	0	4	16
		232	0	2	2
		233	0	3	19
		234	1	1	17
		235	1	0	16
		236	4	1	13
		237	6	2	18
		238	10	0	2
		239	3	4	5
		240	2	0	0
		241	1	4	18
		242	3	2	17
		243	1	0	16
		244	0	2	9
		245	2	3	8
		246	1	0	12
		247	0	1	8
		248	1	1	18
		249	1	4	18
		250	1	3	8
		251	0	2	11
		252	0	2	4
		253	1	0	16
		254	0	0	6
		255	2	1	1
		256	0	1	11
		257	2	0	2
		258	4	3	4
		259	0	2	19
		260	1	3	12
		261	0	3	9
		262	0	2	11
		263	2	1	0
		264	2	4	12
		265	1	1	2
		266	0	3	8
		267	2	3	14
		268	0	4	13
		269	0	3	6
		270	1	2	2
		271	1	2	0
		272	1	0	11
		273	0	1	13
		274	0	1	17
		275	2	1	17
		276	0	3	1
		277	0	1	11
		278	0	2	5
		279	0	2	10
		280	0	2	11
		281	1	1	13
		282	0	4	18
		283	0	3	11

4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		284	0	2	18
		285	0	3	0
		286	0	3	13
		287	1	4	1
		288	1	2	10
		289	0	4	17
		290	1	0	9
		291	0	4	1
		292	1	1	4
		293	1	1	9
		294	1	4	5
		295	2	0	0
		296	1	0	3
		297	1	1	1
		298	2	0	7
		299	2	1	7
		300	2	0	11
		301	5	2	18
		302	2	3	7
		303	0	3	13
		304	4	3	17
		305	1	3	11
		306	1	1	7
		307	0	4	6
		308	1	0	0
		309	0	1	6
		310	1	3	6
		311	0	1	14
		312	0	4	17
		313	1	4	7
		314	1	4	4
		315	3	0	6
		316	4	2	8
		317	1	2	2
		318	1	4	8
		319	1	2	15
		320	0	3	19
		321	3	0	17
		322	2	0	19
		323	2	0	1
		324	0	3	6
		325	0	2	4
		326	0	2	1
		327	0	1	15
		328	0	1	11
		329	0	1	6
		330	0	1	4
		331	0	1	7
		332	0	0	15
		333	0	0	17
		334	1	4	18
		335	0	2	8
		336	0	1	18
		337	0	2	2
		338	0	2	8

4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		339	0	3	1
		340	0	2	6
		341	0	2	10
		342	0	3	14
		343	0	3	6
		357	0	4	1
		358	0	2	17
		359	2	3	0
		360	4	2	0
		361	3	0	1
		362	3	2	1
		363	0	1	4
		364	0	2	19
		368	0	1	5
		369	0	1	17
		370	13	1	1
		371	2	0	1
		372	2	1	12
		373	2	1	8
		374	2	1	0
		375	0	4	14
		376	1	2	6
		377	2	3	15
		378	2	0	12
		379	4	4	8
		380	1	0	1
		381	4	0	12
		382	1	0	6
		383	2	4	13
		384	0	4	11
		385	2	2	5
		386	0	4	16
		387	0	1	17
		388	0	3	1
		389	0	3	2
		390	0	1	3
		391	0	3	8
		392	0	4	6
		393	0	4	15
		394	0	2	12
		395	1	2	15
		396	1	0	4
		397	2	1	3
		398	1	0	7
		399	0	2	5
		400	0	4	12
		401	0	4	6
		402	3	0	18
		403	2	0	0
		404	6	2	2
		405	0	4	0
		406	1	1	18
		407	0	2	11
		408	9	0	17
		409	2	0	10
		410	1	1	18

4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		411	1	1	4
		412	0	1	2
		413	6	1	2
		414	1	0	11
		415	2	0	5
		416	6	4	0
		417	2	2	1
		418	1	2	0
		419	5	4	4
		420	1	0	11
		421	0	4	1
		422	0	3	6
		423	1	0	5
		424	0	4	9
		425	1	4	19
		426	1	0	0
		427	0	3	14
		428	0	3	11
		429	1	0	9
		430	0	1	0
		431	0	2	0
		432	0	2	4
		433	0	4	14
		434	0	2	10
		435	1	0	9
		436	0	2	9
		437	0	1	3
		438	0	3	4
		439	0	4	9
		440	3	1	13
		441	3	1	5
		442	0	4	0
		443	0	2	12
		444	3	0	10
		445	7	4	19
		446	2	0	16
		447	2	0	9
		448	0	1	0
		449	0	1	17
		450	1	0	10
		451	0	4	19
		452	1	0	0
		453	2	0	17
		454	2	2	16
		455	1	4	11
		456	2	1	19
		457	2	0	0
		458	1	0	3
		459	1	2	5
		460	1	1	1
		461	0	4	17
		462	0	4	14
		463	1	0	5
		464	0	2	5
		465	0	2	7
		466	1	0	14

4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		467	1	2	11
		468	0	1	6
		469	2	0	10
		470	4	2	8
		471	4	1	3
		472	1	0	1
		473	1	4	12
		474	0	3	1
		475	0	2	16
		476	0	3	15
		477	0	1	11
		478	1	0	2
		479	0	2	0
		480	0	3	8
		481	0	3	1
		482	0	3	7
		483	0	3	5
		484	0	1	14
		485	1	4	2
		486	0	2	0
		487	0	0	18
		488	3	1	1
		489	2	3	16
		490	0	3	11
		491	2	3	18
		492	2	0	2
		493	1	0	0
		494	1	2	15
		495	4	2	18
		496	34	1	4
		497	1	4	9
		498	0	1	3
		499	2	4	12
		500	6	2	2
		501	0	2	16
		502	0	2	19
		503	4	1	10
		504	2	3	7
		505	1	0	18
		506	0	4	10
		507	1	3	10
		508	6	3	14
		509	5	2	2
		510	2	2	19
		511	1	1	19
		512	0	3	1
		513	1	2	5
		514	1	2	4
		515	1	0	19
		516	2	2	1
		517	1	3	14
		518	1	2	0
		519	0	2	1
		520	2	2	8
		521	2	1	5
		522	2	2	2
		523	0	3	1

4. Patta No. 1 Village : Bahipukuri Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		524	1	0	16
		525	6	3	7
		526	2	1	9
		527	3	4	19
		528	0	1	12
		529	1	0	2
		530	2	3	0
		531	0	4	9
		532	0	1	11
		533	1	0	13
		534	2	3	19
		535	2	2	12
		536	2	4	1
		537	1	0	2
		538	0	4	2
		539	0	2	16
		540	0	0	5
		541	1	1	1
		542	0	4	2
		543	3	1	2
		544	1	1	17
		545	1	2	11
		546	0	4	1
		547	1	2	6
		548	2	2	15
		549	0	1	11
		550	0	2	18
		551	2	1	0
		552	2	2	7
		553	0	1	1
		554	0	1	7
		555	2	2	4
		556	3	0	18
		557	9	1	6
		558	0	3	4
		559	1	1	10
		560	0	4	11
		561	0	3	17
		562	0	0	16
		563	0	1	0
		564	0	1	3
		565	0	0	17
		567	0	0	17
		568	0	1	18
		570	1	4	5
		571	0	3	4
		572	0	0	4
	Total (4)		2117	1007	4461
	Equivalent to		2363	0	1
5. Patta No.	Total (5)	8	216	4	5
WLA1 I	Equivalent to		216	4	5
6. Eksonica	Total (6)		1	2	11
(Orang Club)	Equivalent to		1	2	11
	Grand Total (1+2+3+4+5+6)		7162	1975	8899
	Equivalent to		7645	4	19

## B) Bettybari Tea Estate situated in the district of Udalguri in Assam

1. PKP No. 1 Village : No. 1 Khamtaubari Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
PKP No 1	Tezpore Tea Co. Ltd (Bettybari Bagan)	40	8	2	4
		43	76	4	12
		94	0	3	4
		100	69	1	10
		101	2	0	10
		102	0	2	12
		103	1	0	13
		140	1	2	13
		145	3	3	16
		195	1	3	2
		Total (1) Equivalent to			161
			181	0	16

2. NLR 758 Village : Bettybari Bagan No. 1 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
N.L.R-758	Tezpore Tea Co. Ltd (Bettybari Bagan)	1	11	4	0
		2	0	0	8
		3	0	1	10
		4	0	1	5
		5	0	2	15
		6	0	4	11
		7	0	4	4
		8	1	2	10
		9	1	3	1
		10	1	4	18
		11	0	1	10
		12	0	4	13
		13	18	2	5
		14	6	0	3
		15	1	1	19
		16	13	2	4
		17	2	4	10
		18	4	2	2
		19	0	2	0
		20	2	2	5
		21	3	3	4
		22	4	1	2
		23	3	3	8
		24	3	3	13
		25	3	1	1
		26	3	3	0
		27	3	4	16
		28	2	1	7
		29	0	3	9
		30	32	2	8
		31	3	1	8
		32	79	1	18
		33	33	1	5
		34	2	3	2
		35	92	4	14
		36	1	4	4
		37	92	4	9
		38	3	1	11
		39	2	3	1

2. NLR 758 Village : Bettybari Bagan No. 1 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		40	35	1	16
		41	53	4	9
		42	1	2	19
		43	1	0	9
		44	33	2	12
		45	5	2	15
		46	1	4	10
		47	47	1	12
		69	9	0	0
		74	4	1	1
		75	7	3	8
		76	0	2	0
		77	5	1	3
		78	1	2	10
		79	1	3	1
		80	1	3	14
		81	11	0	5
		82	2	2	1
		83	2	3	8
		84	2	0	3
		85	1	1	17
		86	2	2	5
		87	0	3	7
		89	33	1	9
		90	0	1	10
		91	0	1	1
		95	3	2	6
		96	2	4	6
		101	5	3	0
		102	5	0	6
		109	2	1	10
		110	1	1	10
		111	2	1	0
		112	2	0	17
		113	1	3	7
		114	4	3	2
		121	1	0	8
		122	12	2	6
		123	0	4	11
		124	3	0	19
		125	1	4	8
		126	1	1	17
		127	1	4	19
		128	1	4	0
		131	1	0	8
		133	1	2	9
		134	9	0	16
		135	5	2	6
		136	1	3	17
		137	5	4	8
		138	5	4	17
		139	2	3	0
		140	2	0	0
		144	1	1	18
		145	3	1	7
		146	2	0	0
		147	1	1	10
		148	2	2	12

2. NLR 758 Village : Bettybari Bagan No. 1 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		149	7	3	5
		150	0	4	19
		151	2	4	10
		152	2	3	17
		153	7	1	4
		154	0	1	0
		159	0	4	0
		160	2	3	5
		161	4	3	2
		162	4	2	13
		163	3	1	6
		164	2	4	13
		165	3	2	10
		166	2	3	17
		167	3	2	10
		168	4	4	2
		169	1	3	18
		170	6	4	15
		171	3	0	2
		182	1	2	0
		188	0	3	0
		197	2	1	0
		198	1	1	0
		199	1	0	6
		200	3	1	5
		216	10	0	13
		217	1	3	7
		218	1	2	2
		219	4	1	1
		220	4	3	4
		221	2	4	18
		222	1	2	13
		223	0	4	5
		224	0	3	19
		225	0	2	9
		226	1	1	1
		227	60	3	7
		228	41	3	18
		229	2	3	5
		231	155	2	19
		249	42	4	12
		256	3	2	16
		282	12	3	15
		284	4	3	10
		285	2	3	17
		286	2	4	7
		287	0	4	12
		288	6	1	14
		289	4	4	7
		290	2	3	4
		291	0	4	10
		292	10	3	3
		293	2	1	11
		294	1	2	19
		295	8	0	9
		296	1	0	1
		310	0	0	16
		312	0	1	8

2. NLR 758 Village : Bettybari Bagan No. 1 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		317	1	1	3
		318	2	3	7
		319	4	3	12
		320	2	4	11
		321	3	0	17
		322	0	4	0
		323	4	2	0
		324	2	4	0
		325	3	2	14
		326	5	2	6
		346	1	2	6
		347	0	2	10
		349	0	3	18
		350	0	3	5
		352	1	0	0
		363	0	2	0
		365	1	2	16
	Total (2) Equivalent to		1240	372	1414
			1328	2	14
3. NLR WLA 758 Village : Bettybari Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
1 NLR WLA 758	Tezpore Tea Co. Ltd., (Bettybari Bagan)	120	167	4	7
		189	0	2	10
		190	1	3	12
		191	0	2	0
		193	1	3	5
		194	0	9	10
		195	1	0	10
		196	26	2	0
		197	1	0	0
		198	2	3	0
		230	1	0	5
		231	0	2	18
		232	3	2	0
		233	0	2	18
		234	1	3	14
		368	3	3	7
		369	1	2	10
		372	7	2	18
		396	16	2	15
		397	5	1	5
		398	105	2	0
		399	31	0	2
		400	0	4	10
		401	1	1	10
		402	54	0	6
		403	0	3	15
		404	4	1	10
		405	0	0	11
		406	1	3	3
		407	0	0	9
408	0	0	10		
410	18	3	8		
411	1	1	0		
412	3	0	2		

3. NLR WLA 758 Village : Bettybari Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		413	3	0	0
		414	101	4	8
		415	16	3	5
		416	2	0	1
		417	1	0	2
		418	26	2	0
		419	0	2	9
		420	1	3	10
		422	126	4	18
		423	0	1	3
		424	0	1	0
		425	38	0	10
		426	1	4	9
		427	81	0	12
		428	2	2	19
		429	54	0	17
		430	15	0	0
		431	0	4	0
		432	0	3	15
		433	0	1	5
		434	18	0	2
		435	1	0	8
		436	50	4	8
		437	2	3	12
		438	28	0	16
		439	50	4	6
		440	8	3	9
		441	50	0	16
		442	1	1	8
		443	23	1	18
		444	53	1	12
		445	73	1	13
		446	0	3	0
		447	18	3	2
		448	0	1	0
		449	3	2	15
		450	48	2	4
		451	0	4	0
		452	5	0	12
		453	46	4	3
		454	2	3	7
		455	1	1	0
		456	175	3	5
		457	17	1	8
		458	6	2	13
		459	1	0	17
		460	2	3	12
		461	2	3	10
		462	0	3	0
		463	1	0	12
		464	0	2	5
		465	3	4	17
		466	3	4	4
		467	2	3	13
		468	2	2	0
		469	22	3	10
		470	4	1	5
		471	1	3	9

3. NLR WLA 758 Village : Bettybari Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		472	3	2	12
		473	2	1	6
		474	40	4	13
		476	0	2	4
		477	13	4	14
		478	0	2	17
		479	30	3	7
		480	0	3	9
		481	2	0	3
		482	50	1	5
		483	1	1	1
		484	31	4	1
		485	1	1	0
		486	38	4	8
		487	3	1	1
		488	47	4	11
		489	5	1	12
		490	2	3	19
		491	2	3	19
		492	0	3	0
		493	0	1	0
		494	0	3	5
		495	3	0	2
		496	1	3	11
		501	4	4	18
		502	60	2	12
		503	55	1	8
		504	1	1	12
		505	64	1	18
		506	2	3	11
		507	2	4	8
		508	3	4	15
		513	0	1	1
		519	7	0	16
		520	65	3	0
		521	8	2	11
		522	3	1	15
		523	0	4	13
		524	1	4	19
		551	0	2	9
		659	23	3	6
		663	18	0	11
		664	1	3	0
		665	11	4	12
		667	6	2	15
			13	2	3
		668	8	2	15
		669	3	0	2
		672	14	3	16
		697	0	0	19
		698	0	0	9
		704	1	2	5
		706	0	4	19
		707	3	1	7
		709	27	0	12
		Total (3)	2319	294	1231
		Equivalent to	2390	0	11

4. Patta No. 1 Village : Bettybari Bagan No. 1 Mouza : Orang (Mazbat)					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
1	Tezapore Tea Co. Ltd. (Bettybari bagan )	48	2	3	9
		49	5	0	17
		50	0	3	10
		51	25	0	4
		52	0	4	15
		53	36	4	3
		54	1	4	7
		55	0	1	18
		56	6	4	15
		57	53	3	2
		58	1	1	19
		59	4	1	9
		60	5	0	16
		61	2	0	17
		62	1	1	3
		63	0	4	1
		64	54	4	17
		65	2	2	17
		66	0	2	11
		67	4	2	16
		68	24	0	17
		70	4	3	5
		71	4	2	6
		72	2	0	11
		73	1	0	10
		141	0	3	10
		142	12	3	9
		143	23	1	11
		230	0	3	13
		232	2	1	3
		233	66	2	5
		234	0	2	17
		235	16	0	3
		236	42	3	2
		237	3	2	10
		238	0	4	13
		239	11	2	3
		240	0	2	11
		241	0	1	16
		242	0	3	17
		243	4	1	12
244	59	1	3		
245	3	4	5		
246	6	0	5		
247	21	2	6		
248	2	1	16		
250	1	0	17		
251	7	2	13		
252	0	3	5		
253	58	2	15		
254	42	1	15		
255	0	4	1		
257	25	2	4		
258	0	3	0		
259	21	0	17		
260	25	2	13		
261	0	3	0		
262	3	3	9		

4. Patta No. 1 Village : Bettybari Bagan No. 1 Mouza : Orang (Mazbat)					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		263	25	0	19
		264	0	4	1
		265	46	1	19
		266	3	0	18
		267	35	4	18
		268	2	2	9
		269	58	3	17
		270	4	3	9
		271	14	0	8
		272	92	2	0
		273	5	3	16
		274	9	4	15
		275	1	1	15
		276	1	1	0
		277	1	2	13
		278	1	1	14
		279	1	2	0
		280	2	0	6
		281	3	3	10
		283	1	0	13
		327	1	4	1
		328	0	3	1
		329	6	4	15
		330	0	2	15
		331	0	3	13
		332	3	0	11
		333	12	0	16
		364	6	3	11
		Total (4)	1020	169	877
		Equivalent to	1062	2	17
		Grand Total (1+2+3+4)	4740	855	3518
		Equivalent to	4947	0	18

## C. Orang Tea Estate situated in the district of Udalguri in Assam

1. Patta No. 1 Village : Gohaibheti Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
1	Tezpore Tea Co. Ltd. (Orang Bagan)	115	3	0	5
		116	1	4	15
		121	0	0	12
		122	2	0	17
		124	0	0	15
		128	0	0	5
		129	3	0	0
		138	0	3	10
		143	1	0	0
		144	1	0	15
		148	1	3	6
		149	2	0	3
		150	2	3	11
		151	0	1	15
		152	3	4	15
		153	1	1	0
		154	1	4	0
	155	1	0	7	

1. Patta No. 1 Village : Gohaibheti Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		156	2	2	2
		157	4	3	5
		158	1	4	0
		159	1	2	14
		160	1	2	12
		161	0	3	10
		162	0	4	12
		163	1	4	16
		164	0	1	2
		165	1	2	17
		166	3	0	15
		167	2	3	13
		168	3	1	4
		169	4	2	15
		170	4	3	0
		171	0	4	10
		172	1	2	17
		173	4	4	0
		174	1	2	3
		175	0	4	3
		176	0	2	12
		177	1	0	10
		178	1	0	3
		179	5	1	0
		180	1	0	0
		181	2	4	18
		182	1	1	10
		183	2	3	2
		184	1	2	9
		185	0	2	10
		186	0	4	0
		187	0	4	10
		188	1	0	17
		189	1	4	17
		190	1	3	11
		191	0	4	0
		192	2	0	19
		193	1	0	3
		194	2	1	7
		195	0	2	10
		196	0	3	15
		197	1	3	7
		198	0	3	9
		199	1	1	8
		200	1	1	1
		201	1	0	17
		202	1	0	5
		203	2	0	17
		204	4	1	3
		205	1	2	12
		206	1	4	3
		207	1	1	2
		208	5	3	5
		209	3	0	3
		210	5	1	5
		211	77	0	15
		212	2	0	0
		213	2	1	10

1. Patta No. 1 Village : Gohaibheti Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		214	2	3	0
		215	1	3	19
		216	1	2	0
		219	2	1	0
		225	1	3	6
		228	0	0	8
		231	1	3	15
		233	51	0	1
		236	2	3	10
		237	8	0	17
		238	5	4	11
		239	4	0	0
		240	52	1	13
		251	90	2	2
		310	0	2	0
		331	0	1	12
		333	3	0	14
		Total (1)	408	164	754
		Equivalent to	448	1	14
2. NLR Grant 387-684 Village : Orang Bagan No. 2 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
NLR Grant 387-684	Tezpore Tea Co. Ltd.	1	2	4	9
		2	3	0	1
		3	0	3	9
		4	1	4	13
		5	3	2	14
		6	3	4	3
		7	3	1	5
		8	0	4	4
		9	1	1	0
		10	0	4	5
		11	3	2	3
		12	2	3	19
		13	6	2	3
		14	3	4	2
		15	90	0	11
		16	1	3	17
		17	1	2	1
		18	0	0	16
		19	0	1	0
		20	22	1	13
		21	1	3	3
		22	179	4	16
		23	4	4	1
		24	2	1	5
		25	2	0	9
		26	3	4	13
		27	4	4	18
		28	1	3	6
		29	1	3	9
		30	4	0	15
		31	51	3	5
		32	3	2	18
		33	0	4	14
		34	1	2	5
		35	1	3	2



3. NLR Grant 387 - 684 Village : Orang Bagan No. 3 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		31	75	1	12
		32	0	3	13
		33	18	1	13
		34	22	0	10
		35	3	2	7
		36	40	4	7
		37	32	4	10
		38	2	2	12
		39	25	2	0
		40	2	0	0
		41	30	1	17
		42	2	0	4
		43	0	4	6
		44	5	4	10
		45	14	4	14
		46	15	2	15
		47	2	1	14
		48	0	2	5
		49	15	0	15
		50	6	0	17
		51	3	2	7
		52	0	0	3
		53	6	1	0
		54	0	2	13
		55	0	1	3
		56	5	3	13
		57	7	4	0
		58	0	1	17
		59	1	3	13
		60	2	0	11
		61	2	2	9
		62	0	2	14
		63	4	2	12
		64	2	4	15
		65	3	0	5
		66	2	3	2
		67	1	2	5
		68	3	0	3
		69	1	2	10
		70	1	2	19
		71	4	2	4
		72	2	2	0
		73	2	2	10
		74	0	4	5
		75	69	3	0
		76	3	0	7
		77	1	2	0
		78	3	4	3
		79	2	1	7
		80	2	0	13
		81	3	2	5
		82	3	1	12
		83	10	0	17
		84	1	3	13
		85	4	4	0
		86	2	4	7
		87	3	3	2
		88	3	1	10
		89	3	0	2

## 3. NLR Grant 387 - 684 Village : Orang Bagan No. 3 Mouza : Orang

Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		90	1	2	9
		91	1	1	12
		92	27	0	2
		93	3	2	10
		94	2	3	7
		95	2	2	11
		96	3	0	5
		97	18	4	0
		98	7	3	3
		99	4	1	0
		100	17	1	8
		101	1	4	4
		102	4	2	5
		103	1	3	5
		104	6	2	17
		105	4	0	12
		106	13	4	0
		107	3	0	3
		108	4	4	5
		109	17	3	3
		110	1	2	11
		111	3	0	15
		112	8	2	6
		113	61	4	19
		114	1	4	4
		115	76	2	18
		116	0	2	15
		117	1	2	0
		118	1	2	19
		119	3	3	1
		120	25	0	14
		121	4	0	5
		122	15	4	1
		123	0	1	5
		124	1	0	17
		125	0	2	8
		Total (3) Equivalent to	1124	251	1057
			1184	3	17

## 4. SPK No.1 Village : Orang Bagan No. 4 Mouza : Orang

Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
SPK No 1	Tezpore Tea Co. Ltd. Orang Chai Bagicha	1	0	3	0
		2	1	1	12
		3	2	4	0
		4	2	2	0
		5	1	1	15
		6	3	3	18
		7	3	1	7
		8	2	3	4
		9	2	0	5
		10	2	0	1
		11	1	2	16
		12	1	1	0
		13	1	3	7
		14	4	3	10
		15	0	2	16

4. SPK No.1 Village : Orang Bagan No. 4 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		16	29	1	14
		17	2	0	10
		18	3	2	15
		19	1	2	2
		20	1	2	4
		21	1	4	10
		22	2	1	3
		23	2	1	18
		24	4	3	4
		25	1	4	3
		26	1	3	4
		27	3	2	8
		28	3	1	10
		29	3	0	4
		30	3	4	18
		31	2	0	7
		32	1	1	8
		33	3	2	5
		34	1	4	11
		35	0	3	13
		38	2	4	4
		37	3	2	0
		38	3	1	0
		39	1	3	10
		40	1	2	19
		41	3	1	15
		42	2	4	12
		43	0	1	8
		44	2	4	10
		45	2	2	15
		46	0	4	7
		47	3	1	10
		48	2	4	3
		49	3	4	5
		50	2	4	12
		51	3	0	17
		52	3	1	15
		53	2	4	15
		54	44	3	9
		55	1	1	17
		56	1	2	7
		57	3	0	4
		58	3	1	10
		59	1	4	5
		60	2	3	10
		61	1	4	9
		62	1	3	16
		63	4	3	11
		64	3	0	19
		65	3	2	14
		66	3	3	8
		67	1	2	1
		68	1	1	5
		69	2	3	18
		70	0	1	2
		71	0	1	8
		72	0	0	2
		73	2	3	7
		74	3	0	7

4. SPK No.1 Village : Orang Bagan No. 4 Mouza : Orang					
Patta No. .	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		75	4	1	11
		76	3	2	8
		77	1	2	17
		78	5	0	16
		79	5	1	15
		80	4	2	8
		81	0	4	6
		82	1	2	7
		83	1	3	10
		84	1	4	1
		85	1	3	19
		86	3	0	5
		87	1	0	7
		88	1	3	10
		89	3	0	12
		90	1	3	4
		91	3	3	0
		92	3	2	6
		93	3	3	4
		94	3	4	15
		95	2	1	0
		96	2	1	17
		97	3	2	7
		98	2	2	0
		99	3	0	0
		100	3	4	3
		101	3	4	12
		102	4	0	0
		103	3	3	13
		104	3	3	14
		105	1	4	0
		106	3	0	3
		107	0	3	14
		108	3	0	12
		109	2	1	8
		110	2	1	8
		111	3	1	2
		112	2	0	16
		113	3	4	15
		114	3	1	5
		115	2	2	4
		116	1	2	0
		117	1	3	14
		118	1	4	16
		119	2	4	10
		120	1	3	10
		121	3	1	15
		122	2	2	17
		123	2	0	2
		124	3	1	0
		125	3	0	5
		126	2	0	7
		127	7	0	8
		128	1	4	10
		129	3	0	4
		130	1	2	0
		131	1	2	1
		132	1	4	12
		133	1	2	8

4. SPK No.1 Village : Orang Bagan No. 4 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		134	3	0	9
		135	0	3	1
		136	1	2	4
		137	49	1	12
		139	6	0	5
		140	1	3	10
		141	1	2	11
		142	1	3	16
		143	2	0	4
		144	2	4	18
		145	3	1	19
		146	1	1	7
		147	1	3	1
		148	2	2	15
		149	2	3	16
		150	3	2	8
		151	3	4	7
		152	3	3	0
		153	3	0	14
		154	3	2	2
		155	4	2	3
		156	1	0	5
		157	4	1	13
		158	1	1	5
		159	2	2	13
		160	2	1	0
		161	1	0	10
		162	1	2	0
		163	2	1	8
		164	0	0	10
		165	0	4	3
	Total (4)		450	321	1370
	Equivalent to		527	4	10
5. NLR Grant 387-684 Village : Orang Bagan No. 5 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
NLR GRANT 387-684	Tezpore Tea Co. Ltd. Orang Bagan	2	9	3	0
		3	56	2	14
		4	25	0	8
		5	6	2	8
		6	83	1	8
		7	0	0	12
		8	44	1	10
		13	50	1	7
		14	4	4	19
		17	2	0	1
		18	33	0	14
		19	14	4	7
		20	8	0	10
		21	0	0	15
		22	1	3	6
		23	35	0	7
		24	2	1	0
		25	3	3	0
		26	1	0	15
		27	7	3	11

5; NLR Grant 387-684 Village : Orang Bagan No. 5 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		28	84	3	3
		29	7	0	19
		30	15	0	7
		31	77	4	9
		32	0	1	10
		33	0	2	9
		37	6	3	16
		38	3	0	17
		39	4	1	18
		40	0	2	18
		41	2	2	12
		42	5	0	9
		43	0	1	18
		44	0	3	5
		45	0	3	12
		47	0	2	3
		51	3	3	6
		53	5	0	12
		54	0	3	0
		58	0	3	15
		59	23	2	11
		60	14	0	15
		61	3	0	13
		62	1	0	10
		63	1	0	1
		64	2	2	2
		65	13	4	5
		66	8	1	16
		67	2	3	1
		68	10	0	11
		69	0	3	1
		70	3	1	1
		71	0	3	1
		72	1	3	0
		73	2	2	14
		74	0	4	0
		75	43	3	2
		76	47	4	9
		77	2	3	16
		78	4	1	1
		79	14	1	10
		80	1	3	2
		81	16	1	18
		82	7	1	12
		83	48	3	7
		84	32	1	9
		85	130	4	0
		86	2	3	17
		87	1	4	1
		88	2	2	3
		89	1	1	6
		90	0	4	19
		91	0	1	2
		92	1	0	10
		93	0	4	12
		94	3	4	15
		95	1	4	17
		96	0	2	0
		97	3	1	1

5. NLR Grant 387-684 Village : Orang Bagan No. 5 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
		98	1	3	3
		99	3	3	13
		100	1	3	0
		101	1	1	2
		102	12	1	8
		103	0	2	16
		Total (5)	1053	160	723
		Equivalent to	1092	1	3
6. S.P.K. No. 1 Village : Orang Bagan No. 5 Mouza : Orang					
Patta No.	Name of Patta Holder and address	Each Dag No.	Area of each Dag		
			Bigha	Katta	Lossa
S.P.K.No.1	Tezpore Tea Co. Ltd. Orang	1	8	3	9
		2	30	2	6
		3	4	2	16
		12	37	3	1
		15	1	3	4
		16	21	0	14
		Total (6)	101	13	50
		Equivalent to	104	0	10
7.	Gohaibheti		29	3	8
8.	Daligaon		19	0	7
9.	Nichiamari		147	2	18
		Total (7)	195	5	33
		Equivalent to	196	1	13
		Grand Total (1+2+3+4+5+6+7)	4325	1044	4505
		Equivalent to	4578	4	5

D. Merry View Tea Estate situated in the District of Darjeeling in the State of West Bengal.

Mouza	Khatian No.	J. L. No.	Each Dag	Area of each Dag	
				Acre	Shata K
(1)	(2)	(3)	(4)	(5)	(6)
Tepouchamari	2	58	3	74	17
			5	18	60
			7	30	85
			9	4	92
			10	0	49
			11	2	26
			12	0	31
			13	0	12
			14	4	74
			15	1	30
			16	13	5
			17	1	40
			18	44	60
19	33	97			
20	0	77			
21	3	91			
			227	846	
Gaziram	3	60	1	6	98
			2	18	75
			3	0	7
			4	2	14

Mouza	Khatian No.	J. L. No.	Each Dag	Area of each Dag	
				Acre	Shata K
(1)	(2)	(3)	(4)	(5)	(6)
			5	0	41
			6	3	20
			8	0	43
			9	0	33
			10	7	32
			11	3	32
			12	2	71
			13	5	42
			14	1	1
			15	0	1
			17	0	3
			18	0	27
			20	1	8
			21	1	98
			22	0	20
			23	3	15
			25	0	88
			26	12	78
			27	14	92
			28	1	22
			31	2	80
			33	3	27
			35	0	84
			36	0	24
			37	0	35
			38	1	4
			39	0	57
			40	0	7
			42	0	7
			42	0	2
			44	0	15
			45	3	80
			47	0	78
			49	2	96
			51	1	30
			54	1	18
			55	0	33
			57	6	58
			58	0	11
			59	0	22
			60	0	74
			61	0	30
			62	0	9
			63	0	43
			64	0	70
			65	1	69
			66	5	93
			67	7	45
			68	2	3
			71	2	14
			72	2	5
			73	0	78
			74	0	7
			76	0	77
			78	1	74
			79	0	52
			80	2	20
			81	5	20
			82	6	15

Mouza	Khatian No.	J. L. No.	Each Dag	Area of each Dag				
				Acre	Shata K			
				(5)	(6)			
(1)	(2)	(3)	(4)					
Bhellu	35	68	589	6	10			
			590	0	68			
			591	0	12			
			592	0	98			
			593	0	68			
			595	0	30			
			597	1	58			
			598	1	86			
			599	1	55			
			603	22	23			
			604	0	39			
			605	0	58			
			606	1	78			
			607	0	46			
			608	7	6			
			609	17	66			
			610	0	13			
			612	10	77			
			613	0	36			
			615	15	66			
				212	3520			
						1	1	37
						3	6	83
						5	1	77
						7	0	39
						9	11	53
						11	2	11
						12	0	39
						13	11	13
						14	0	51
						15	0	81
						16	2	49
						17	1	60
						18	0	54
						19	0	12
						20	14	39
						21	1	14
						22	0	88
			24	1	8			
			25	3	13			
			27	1	36			
			28	1	32			
			29	1	50			
			30	13	21			
			31	5	59			
			33	0	77			
			35	0	45			
			36	65	44			
			101	2	51			
			102	5	57			
			105	3	19			
			238	15	0			
			239	0	46			
			240	4	75			
			241	5	71			
			242	6	5			

Mouza	Khatian No.	J. L. No.	Each Dag	Area of each Dag	
				Acre	Shata K
				(5)	(6)
(1)	(2)	(3)	(4)		
			243	3	40
			244	1	41
			245	2	92
			247	3	3
			248	3	62
			249	1	1
			251	0	63
			253	1	21
			254	3	91
			255	1	15
			256	3	13
			258	5	27
			260	1	47
			261	0	23
			262	5	30
			263	10	44
			264	7	72
			265	1	34
			266	6	58
			268	3	5
			270	4	95
			272	4	24
			276	5	83
			277	3	96
			278	5	11
			279	5	28
			283	6	45
			284	5	37
			285	4	67
			286	38	22
				318	2799
Omi	2	59	2	140	17
			3	0	35
			4	0	15
			8	0	10
			9	0	29
			11	0	7
			21	95	31
			22	0	29
				235	173
Lohasing	3	69	152	13	41
			153	7	90
			154	3	50
			155	0	50
			156	2	85
			157	0	8
			158	0	28
			159	0	35
			160	0	10
			161	3	10
			162	0	15
			163	10	20
			164	0	54
			165	6	0

Mouza	Khatian No.	J. L. No.	Each Dag	Area of each Dag	
				Acre	Shata K
				(5)	(6)
			166	0	28
			167	0	40
			168	1	65
			169	0	18
			170	9	70
			171	0	51
			172	0	50
			173	1	15
			174	0	12
			175	3	35
			176	0	20
			177	2	15
			178	9	50
			179	0	40
			180	0	70
			181	3	40
			182	18	35
			183	0	50
			184	9	35
			185	0	70
			186	0	10
			187	0	80
			188	1	60
			189	5	0
				105	1455

GRAND TOTAL

1097

8793

Equivalent to

1184.93 Acres

- E) Factory building, workshops, road, tube wells, non-factory buildings, bungalows, staff & labour quarters, office buildings, godowns, fencing and other structures lying and / or being situated at the Bahipookri, Bettybari, Orang and Merry View Tea Estates of TTCL

## PART - III

[Short description of the stocks, shares, debentures and other choses in action of TTCL]

1. 50,00,000 Ordinary Shares of Rs. 10/- each in South Asian Petrochem Limited.
2. 1,500 Ordinary Shares of Rs. 10/- each fully paid in Assam Bengal Cereals Limited.
3. 5% Non-redeemable Debenture Stock 1957 for Rs. 2,500/- fully paid in The East India Clinic Limited.
4. 558 Ordinary Shares of Rs. 10/- each fully paid in Ballygunge Housing Company Private Limited.
5. 50,000 Ordinary Shares of Rs. 10/- each fully paid in Assam Hospitals Limited.

Sd/-Illegible  
16.05.2008  
for Registrar

380

Recd. a copy  
Swapan Ray  
16.5.08  
For Khaitan & Co. Advocates

C. P. No. 100  
CONNECTED WITH of  
C. A. No. 851

IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

In the Matter of Companies Act, 1956  
and

In the Matter of  
Sezpare Tea Company Ltd & Anr.

Order

of the 23rd day of April 2008  
Filed this 16th day of May 2008

14

*Glavil*  
Superintendent,  
Company Matters Department.

Khaitan & Co.

Attorney.

Received a copy  
Buljan  
16.05.08  
for S. S. Sarker  
Addl Govt Counsel

23/4/08  
17/5/08  
17/5/08  
17/5/08

17/5/08  
Superintendent,  
Company Matters Dept.  
High Court, C.S.  
A. 17/5

Company Petition No. 236 of 2008  
Connected with Company Application  
No. 345 of 2008  
IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

The Hon'ble Mr. Justice Patherya

President of the Union of India

In the Matter of :

The Companies Act, 1956.

And

In the Matter of :

An application under Sections 391(2) and  
394 of the said Act.

And

In the Matter of :

UNI Stock Private Limited, a Company Incorporated  
under the provisions of the Companies Act, 1956 having  
its registered office at 'Emerald House', 1B, Old Post  
Office Street, Kolkata 700 001, within the aforesaid  
jurisdiction.

And

Dhunseri Tea & Industries Limited, an existing Company  
within the meaning of the Companies Act, 1956, having  
its registered office at 'Dhunseri House', 4A, Woodburn  
Park, Kolkata 700 020, within the aforesaid jurisdiction.

1. UNI Stock Private Limited
2. Dhunseri Tea & Industries Limited

..... Petitioners

The above petition coming on for hearing on this day upon reading the said petition, the order dated fifteenth day of May in the year two thousand and eight whereby the abovenamed petitioner Company No. 1 UNI Stock Private Limited (hereinafter referred to as the said transferor Company) and the above-named petitioner Company No. 2. Dhunseri Tea & Industries Limited (hereinafter referred to as the said transferee Company) were ordered to convene separate meetings of the equity shareholders of the said transferor Company and the said transferee Company for the purpose of considering and if thought fit approving with or without modification the proposed Scheme of Amalgamation of the said Transferor Company with the said transferee Company and annexed to the Joint Affidavit of Rajiv Singhi and Ramachandran Mahadevan filed on fifteenth day of May in the year two thousand and eight 'The Business Standard' and 'The Ajjal' both dated Twenty-eight day of May in the year two thousand and eight each containing the Advertisement of the notices convening the said meetings directed to be held by the said order dated Fifteenth day of May in the year two thousand and eight. The affidavit of Ramachandran Mahadevan filed on the Thirteenth day of June in the year two thousand and eight showing the publication and despatch of the said notices convening the said meetings, the reports of the Chairpersons of the said meetings both dated Twenty Seventh day of June in the year two thousand and eight as to the results of the said meetings and upon reading on the part of the said petitioner Companies an affidavit of Swapan Kurnar Roy filed on the Eighteenth day of July in the year two thousand and eight and the exhibits therein referred to and upon reading the order made herein and dated Second day of July in the year two thousand and eight and the exhibits therein referred to and upon reading an affidavit of Mr. U.C. Nahta, The Regional director (Eastern Region), Ministry of Corporate Affairs, Kolkata filed on the Third day of September in the year two thousand and eight on behalf of the Central Government and upon hearing Mr. Ratnanko Banerjee (Mr. Aniket Agarwal, Advocate and Mr. D. N. Sharma, Advocate appearing with him) Advocate for the said petitioner Companies and Ms. Kanta Roy, Advocate on behalf of the Central Government and it appears from the said reports of the Chairpersons that the proposed Scheme of Amalgamation has been approved by the requisite majority of the equity shareho'ders of the said transferor Company and that of the equity shareholders of the said transferee Company in accordance with law and in view of the provisions made in clause 12 of Part II of the said Scheme of Amalgamation in respect of maintaining the accounts of the said transferee Company as per accounting Standards -14

This Court doth hereby sanction the proposed Scheme of Amalgamation set forth in Annexure - A of the petition herein and specified in the Schedule - A hereto and doth hereby declare the same to be binding with effect from First day of January in the year two thousand and eight (hereinafter referred to as the said Appointed Date) on the said transferor Company and the said transferee Company and their respective shareholders and all concerned.

This Court doth Order :

1. That all the property, rights and powers of the said transferor company including those specified in the first, second and third parts of the Schedule - B hereto be transferred from the said Appointed Date and vest without further act or deed in the said transferee company and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the said transferee company for all the estate and interest of the said transferor company therein but subject nevertheless to all charges now affecting the same as provided in the said scheme, And
2. That all the debts, liabilities, duties and obligations of the said transferor company be transferred from the said Appointed Date without further act or deed to the said transferee company and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the said transferee company, And
3. That all proceedings and/or suits and/or appeals now pending by or against the said transferor company shall be continued by or against the said transferee company, And
4. That leave be and the same is hereby granted to the said petitioner companies to file the Schedule of Assets of the said transferor company within a period of three weeks from the date hereof, And
5. That the said transferor company and the said transferee company do within a period of thirty days from the date hereof cause the certified copies of this order to be delivered to the Registrar of Companies, West Bengal for registration, And
6. That the said transferee Company do issue and allot to the shareholders of the said transferor company, the shares in the said transferee Company to which they are entitled in terms of clause 11 of the said scheme, And
7. That the official Liquidator of this Hon'ble Court do file a report under second proviso to Section 394 (1) of the Companies Act, 1956 in respect of the said transferor company within a period of six weeks from the date hereof, And
8. That the said official Liquidator do forthwith serve a copy of the said report to be filed by him upon M/s. Khaitan & Co., the Advocate on-Record for the said petitioner Companies after filing the same with this Hon'ble Court, And
9. That leave be and the same is hereby granted to the said transferee Company to apply for the dissolution without winding up of the said transferor company after filing the said report by the said Official Liquidator, And
10. That in the event that the said petitioner Companies supply a computerised print out of the said Scheme and the Schedule of Assets relating thereto in acceptable form to the department, the department concerned is hereby directed to append such computerised print out, upon verification, to the certified copy of this order without insisting on a hand written copy thereof, And
11. That the said petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at one hundred gold mohars, And
12. That the objection filed by the Central Government shall be kept as on records herein, And
13. That the Company Petition No. 230 of 2008 be and the same is hereby disposed of accordingly with the aforesaid direction.

Witness Mr. Surinder Singh Nijjar, the Chief Justice at Calcutta aforesaid the third day of September in the year two thousand and eight.

M/s. Khaitan & Co. .... Advocates for the petitioner Companies.

S. S. Sarker ..... Advocate for the Central Government.

Sd/-Illegible  
23.09.2008  
for Registrar

Schedule "A" above referred to

SCHEME OF AMALGAMATION  
(UNDER SECTIONS 391 & 394 OF THE COMPANIES ACT, 1956)  
OF  
UNI STOCK PRIVATE LIMITED  
WITH  
DHUNSERI TEA & INDUSTRIES LIMITED  
PART - I  
(PRELIMINARY)

1. DEFINITIONS :

In this Scheme, unless inconsistent with the meaning or context thereof, the following expressions shall have the following meanings :

- i. "Act" means The Companies Act, 1956, including any statutory modifications, re-enactments or amendments thereof.
- ii. "Appointed Date" means the 1st day of January, 2008 or such other date as the Hon'ble High Court at Calcutta may direct.
- iii. "Effective Date" means the date or last of the dates on which certified copies of the order sanctioning this Scheme are filed by the Transferor Company and the Transferee Company with the Registrar of Companies.
- iv. "Scheme" means this Scheme of Amalgamation of the Transferor Company with the Transferee Company in its present form or with such modifications as sanctioned by the Hon'ble High Court at Calcutta.
- v. "Transferor Company" means UNI Stock Private Limited, a Company incorporated under the Act and having its registered office at Emerald House, 1B, Old Post Office Street, Kolkata 700 001 in the State of West Bengal.
- vi. "Transferee Company" means Dhunseri Tea & Industries Limited, an existing Company within the meaning of the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- vii. "Undertaking of the Transferor Company" means and includes:
  - (i) All the properties, assets, rights and powers of the Transferor Company; and
  - (ii) All the debts, liabilities, duties and obligations of the Transferor Company.

Without prejudice to the generality of the foregoing clause the said Undertaking shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including all lands, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, loans and advances, leases and all other interests and rights in or arising out of such property together with all liberties, easements, advantages, exemptions, approvals, licenses, trade marks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by the Transferor Company or which the Transferor Company is entitled to together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of the Transferor Company.
- viii. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

2. SHARE CAPITAL :

The Authorised, Issued, Subscribed and Paid-up Share Capital of the Transferor Company and the Transferee Company as on the date of approval of the Scheme by the Board of Directors of the said Companies, i.e as on 31st March, 2008 is as under :

i. The Transferor Company :	(Rs.)
Authorised Share Capital :	
4,11,70,000 Equity Shares of Rs.10/- each	41,17,00,000
Issued, Subscribed and Paid up Share Capital :	
3,79,50,549 Equity Shares of Rs.10/- each fully paid up	<u>37,95,05,490</u>
ii. The Transferee Company :	
Authorised Share Capital :	(Rs.)
1,00,00,000 Equity Shares of Rs.10/- each	<u>10,00,00,000</u>
Issued, Subscribed and Paid up Share Capital :	
69,83,800 Equity Shares of Rs.10/- each fully paid up	6,98,38,000
Add Amount paid up on forfeited Equity Shares	81,000
	<u>6,99,19,000</u>

### 3. OBJECTS AND REASONS:

- i. The Transferee Company is a well established concern engaged in the business of cultivation, production and sale of tea. The Transferee Company presently has eight tea estates in the State of Assam. In pursuance of a restructuring and consolidation initiative, merger of another tea Company, namely Tezapore Tea Company Limited, with the Transferee Company has been proposed and proceedings for sanction of the Scheme providing for the same are at an advanced stage. Upon the said merger taking effect, the Transferee Company will become a larger Company having a total of eleven tea estates in the State of Assam. In the course of its said business of cultivation, production and sale of tea, the Transferee Company also made investments in shares and securities of various other bodies corporate and presently holds a substantial portfolio of such investments. The Transferor Company is engaged in the business of investment in shares and securities. The Transferor Company and the Transferee Company have a common interest in South Asian Petrochem Limited, a Company engaged in the business of manufacture of Bottle Grade PET Resin at Haldia in Eastern India. The Transferor Company and the Transferee Company as also the said Tezapore Tea Company Limited hold substantial shares in the said South Asian Petrochem Limited and form part of the promoter group of such investee Company. The present shareholding in the total Issued, Subscribed and Paid up Share Capital of the said investee Company comes to 33.56% in the case of the Transferee Company, 14.32% in the case of UNI Stock Private Limited and 2.15% in the case of Tezapore Tea Company Limited. Altogether such shareholding comprises 50.03% of the total Issued, Subscribed and Paid up Share Capital of the said investee Company. The said investee Company has good potential.
- ii. In furtherance of the restructuring and consolidation initiative, it is considered desirable and expedient to amalgamate the Transferor Company with the Transferee Company in the manner and the terms and conditions stated in this Scheme of Amalgamation.
- iii. The Scheme will enable appropriate consolidation and integration of the investment portfolios of the Transferor Company and the Transferee Company. As a result of consolidation of such investments under the earlier and instant Schemes of Amalgamation, the said investee Company, namely South Asian Petrochem Limited, will become a subsidiary of the Transferee Company with the shareholding of the Transferee Company comprising approximately 50.03% of the total Issued, Subscribed and Paid up Share Capital of the said investee Company. The amalgamation herein will enable better and more economic control and monitoring of the investment portfolio of the amalgamated entity, including reviewing performance and proposals of the investee Companies and taking decisions and steps with regard to voting and other rights attaching to such investments. On the one hand, the amalgamation herein will facilitate substantial reduction in costs and expenses of one legal entity as compared to two legal entities and on the other hand, the amalgamation will result in the formation of a larger and stronger entity having a larger capital and asset base and greater capacity for conducting its operations more efficiently and competitively. The Scheme is proposed accordingly and will have beneficial results for the said Companies, their shareholders, employees and all concerned.

### PART - II (The Scheme)

#### 4. TRANSFER OF UNDERTAKING :

- 4.1 With effect from the Appointed Date the Undertaking of the Transferor Company shall, pursuant to the

provisions contained in Section 394 and other applicable provisions of the Act stand transferred to and vest in or be deemed to be transferred to and vested in the Transferee Company, as a going concern without any further act, deed, matter or thing so as to become on and from the Appointed Date the Undertaking of the Transferee Company.

- 4.2 All debts, liabilities, duties and obligations of the Transferor Company shall also be transferred to the Transferee Company, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of the Transferee Company.
- 4.3 The transfer and vesting of the Undertaking of the Transferor Company, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof. The Transferee Company shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of the Transferee Company shall not extend or be deemed to extend or apply to the assets so acquired by the Transferee Company.
- 4.4 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates and no-objection certificates obtained by the Transferor Company for their operations and/or to which the Transferor Company is entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in the Transferee Company, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of the Transferee Company. Since the Undertaking of the Transferor Company will be transferred to and vested in the Transferee Company as a going concern without any break or interruption in the operations thereof, the Transferee Company shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates and no-objection certificates and to carry on and continue the operations of the Undertaking of the Transferor Company on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc. to which the Transferor Company is entitled in terms of the various Statutes and / or Schemes of Union and State Governments shall be available to and vest in the Transferee Company upon this Scheme becoming effective.
5. **LEGAL PROCEEDINGS :**

If any suits, actions and proceedings of whatsoever nature (hereinafter called "the Proceedings") by or against the Transferor Company is pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme, but the Proceedings may be continued and enforced by or against the Transferee Company as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against the Transferor Company, in the absence of the Scheme.
6. **CONTRACTS AND DEEDS :**
  - 6.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of the Transferee Company as the case may be, and may be enforced by or against the Transferee Company as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary thereto.
  - 6.2 The Transferee Company shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause and to the extent that the Transferor Company is required prior to the Effective Date to join in such deeds, writings or confirmations, the Transferee Company shall be entitled to act for and on behalf of and in the name of the Transferor Company.
7. **SAVING OF CONCLUDED TRANSACTIONS :**

The transfer of the Undertaking of the Transferor Company under Clause 4 above, the continuance of Proceedings under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above, shall not affect any transaction or Proceedings already concluded by the Transferor Company on or before the Effective Date, to the end and intent that the Transferee Company accepts and adopts

all acts, deeds and things done and executed by the Transferor Company in respect thereto, as if done and executed on its behalf.

**8. EMPLOYEES :**

On and from the Effective Date :

- 8.1 The employees of the Transferor Company in service on the Effective Date, if any, shall become the employees of the Transferee Company on the same terms and conditions on which they are engaged by the Transferor Company without treating it as a break, discontinuance or interruption in service on the said date.
- 8.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes will be reckoned from the date of their respective appointments with the Transferor Company.
- 8.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of the Transferor Company shall be continued by the Transferee Company and the Transferee Company shall stand substituted for the Transferor Company for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of the Transferor Company in relation to such Fund or Funds shall become those of the Transferee Company.

**9. DISSOLUTION OF THE TRANSFEROR COMPANY :**

The Transferor Company shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

**10. BUSINESS IN TRUST FOR THE TRANSFEE COMPANY :**

With effect from the Appointed Date and up to the Effective Date :

- 10.1 The Transferor Company shall carry on and be deemed to have carried on all its business and activities and shall hold and stand possessed of and be deemed to have held and stood possessed of all its assets for and on account of and in trust for the Transferee Company.
- 10.2 The Transferor Company shall carry on its businesses and activities with due diligence and business prudence and shall not charge, mortgage, encumber or otherwise deal with their assets or any part thereof, nor incur, accept or acknowledge any debt, obligation or any liability, or incur any major expenditure, except as is necessary in the ordinary course of their business, without the prior written consent of the Transferee Company.
- 10.3 All profits or income accruing or arising to the Transferor Company or expenditure or losses arising or incurred by the Transferor Company including accumulated losses shall for all purposes be deemed to have accrued as the profits or income or expenditure or losses, as the case may be, of the Transferee Company.

**11. ISSUE OF SHARES :**

- 11.1 Upon the Scheme coming into effect, and without any further application, act or deed, the Transferee Company shall, in consideration of the amalgamation, issue and allot to the members of the Transferor Company holding fully paid-up Equity Shares in the Transferor Company and whose names appear in the Register of Members of the Transferor Company on such date ("the Record Date"), as the Board of Directors of the Transferee Company shall determine, Equity Shares of Rs. 10/- each in the Transferee Company credited as fully paid up with rights attached thereto as hereinafter mentioned (hereinafter referred to as the "New Equity Shares") in the following ratio:  

1 (One) New Equity Share of Rs. 10/- each in the Transferee Company credited as fully paid up for every 10 (Ten) Equity Shares of Rs. 10/- each fully paid-up held by them in the capital of the Transferor Company.
- 11.2 No fractional shares shall be issued by the Transferee Company in respect of the fractional entitlements, if any, to which the members of the Transferor Company may be entitled on issue and allotment of the New Equity Shares of the Transferee Company. Such fractional entitlements, if any, shall be ignored.
- 11.3 For the purposes as aforesaid, the Transferee Company shall, if and to the extent required, apply for and obtain the requisite consent or approval of the Government of India and the Reserve Bank of India and other Appropriate Authorities concerned, for the issue and allotment by the Transferee Company to the respective non-resident members of the Transferor Company, of the New Equity Shares in the Share Capital of the Transferee Company in the ratio aforesaid.

- 11.4 The New Equity Shares of the Transferee Company to be issued and allotted in lieu of the Equity Shares of the Transferor Company shall rank pari passu in all respects with the existing Equity Shares of the Transferee Company. Further such new Equity Shares shall, subject to applicable regulations, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Shares of the Transferee Company are listed and/or admitted to trading.
- 11.5 The members of the Transferor Company shall have the option, exercisable by notice in writing, by them to the Transferee Company on or before such date as may be determined by the Board of Directors of the Transferee Company or a committee thereof, to receive, either in certificate form or in dematerialised form, the New Equity Shares of the Transferee Company in lieu thereof in accordance with terms hereof. In the event such notice is not received by the Transferee Company in respect of any of the members, the New Equity Shares of the Transferee Company shall be issued to such members in certificate form. Those members exercising the option to receive the shares in dematerialised form shall be required to have an account with a depository participant and shall provide details thereof and such other confirmations as may be required. The Transferee Company shall issue and directly credit the dematerialised securities account of such members with the New Equity Shares of the Transferee Company. Notwithstanding anything to the contrary in this Scheme, upon the New Equity Shares in the Transferee Company being issued and allotted by it to the members of the Transferor Company as on the Record Date, the share certificates in relation to the Equity Shares held by them in the Transferor Company shall stand cancelled. Wherever applicable, the Transferee Company shall instead of requiring the surrender of the share certificates of the Transferor Company, directly issue and despatch the new share certificates of the Transferee Company in lieu thereof.
- 11.6 Consequent to and as part of the amalgamation of the Transferor Company with the Transferee Company herein, the Authorised Share Capital of the Transferor Company shall stand merged into and combined with the Authorised Share Capital of the Transferee Company pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital under Section 611 of the Act, the Transferor Company and the Transferee Company having already paid such fees. Accordingly, the Authorised Share Capital of the Transferee Company resulting from the amalgamation of the Transferor Company with the Transferee Company shall be a sum of Rs.51,17,00,000/- divided into 5,11,70,000 Equity Shares of Rs.10/- each and Clause 5 of the Memorandum of Association of the Transferee Company and Article 3 of the Articles of Association of the Transferee Company shall stand altered accordingly.
12. ACCOUNTING :
- 12.1 The amalgamation shall be accounted for in the books of account of the Transferee Company according to the pooling of interests method under Accounting Standard (AS) 14, 'Accounting for Amalgamations' issued by the Institute of Chartered Accountants of India.
- 12.2 Accordingly on and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of the Transferee Company, be required and except to the extent required otherwise by law, all assets and liabilities of the Transferor Company transferred to the Transferee Company under the Scheme shall be recorded in the books of accounts of the Transferee Company at the book value as recorded in the Transferor Company's books of accounts.
- 12.3 The difference between the amount recorded as additional share capital issued by the Transferee Company on amalgamation and the amount of share capital of the Transferor Company in lieu whereof such additional share capital is issued shall, subject to the other provisions contained herein, be adjusted against and reflected in the General Reserves and/or such other reserves of the Transferee Company as its Board of Directors may determine.
- 12.4 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the financial position on the basis of consistent accounting policy.
13. APPLICATIONS :
- The Transferee Company and the Transferor Company shall, with all reasonable dispatch, make necessary applications under Sections 391 to 394 of the Act, to the Hon'ble High Court at Calcutta, for sanction and carrying out of the Scheme and for consequent dissolution of the Transferor Company without winding up and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the

Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal as the context may require. The Transferor Company and the Transferee Company shall also apply for such other approvals as may be necessary in law, if any, for bringing the Scheme into effect. Further, the Transferor Company and the Transferee Company shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

**14. APPROVALS AND MODIFICATIONS :**

The Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- 14.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and / or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.
- 14.2 To settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing the Transferor Company and the Transferee Company (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

**15. SCHEME CONDITIONAL UPON :**

The Scheme is conditional upon and subject to the approval of the Scheme by the requisite majority of the members of the Transferor Company and the Transferee Company and Sanction of the same by the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the respective Appointed Dates as specified herein, shall become effective pursuant to filing of certified copies of the aforesaid order sanctioning the same with the Registrar of Companies by the Transferor Company and the Transferee Company.

**16. COSTS, CHARGES AND EXPENSES :**

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto, shall be borne and paid by the Transferee Company. In the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

**17. RESIDUAL PROVISIONS :**

- 17.1 On the approval of the Scheme by the members of the Transferor Company and the members of the Transferee Company pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Section 81(1-A) and any other provisions of the Act to the extent the same may be considered applicable.
- 17.2 In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that case no rights or liabilities whatsoever shall accrue to or be incurred inter-se by the parties or their shareholders or creditors or employees or any other person.
- 17.3 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. P. L. Agarwal, Advocate of 1B, Old Post Office Street, Kolkata 700 001 whose decision shall be final and binding on all concerned.

Sd/- Illegible  
23.09.08  
For Registrar

Schedule "B" above referred to

SCHEDULE OF ASSETS  
of

UNI Stock Private Limited Limited ("the Transferor Company") to be transferred to Dhunseri Tea & Industries Limited as on 1st January, 2008

PART - I

(Short description of Freehold Property of the Transferor Company)

NIL

PART - II

(Short description of Leasehold Property of the Transferor Company)

NIL

PART - III

(Short description of stocks, shares, debentures and other choses in action of the Transferor Company)

1. 3,33,78,893 Equity Shares of Rs. 10/- each in South Asian Petrochem Limited.
2. 19,59,631 Convertible Warrants of Rs. 10/- each (Partly paid up of Re. 1/- each) in South Asian Petrochem Limited.

Sd/-Illegible  
23.09.2008  
for Registrar

C. P. No. 236 of 2008  
connected with  
C. A. No. 345 of 2008

Received a copy  
Butcheria.  
24.09.08  
for S. S. Sarkar.  
Addl Govt. Advocate

IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

In the Matter of Companies Act, 1956  
and

In the Matter of  
UNI Stock Private Limited

Recd. a Copy.  
Suman Roy  
24.9.08  
For Khaitan & Co.  
Advocates.

Order

of the 3rd day of September 2008  
Filed this 24th day of September 2008

3/9/08  
24/9/08  
24/9/08  
24/9/08  
24/9/08

14

<sup>ROY</sup>  
Superintendent,  
Company Matters Department.

802  
24/09/2008

High Court, O.S.  
83  
24/9/08

Khaitan & Co.

Attorney.

Company Petition No. 85 of 2010  
Connected with Company Application  
No. 56 of 2010  
IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

The Hon'ble Mr. Justice Sanjib Banerjee

President of the Union of India

In the Matter of :

The Companies Act, 1956.

And

In the Matter of :

An application under Sections 391(2) and 394 read with Section 100 of the said Act.

And

In the Matter of :

Dhunseri Tea & Industries Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020, within the aforesaid jurisdiction.

And

D. I. Marketing Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020, within the aforesaid jurisdiction.

And

South Asian Petrochem Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020, within the aforesaid jurisdiction.

And

Dhunseri Polycarbonate Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020, within the aforesaid jurisdiction.

1. Dhunseri Tea & Industries Limited
2. D. I. Marketing Limited
3. South Asian Petrochem Limited
4. Dhunseri Polycarbonate Limited.

..... Petitioners

The above petition coming on for hearing on this day upon reading the said petition, the order dated Eighth day of February in the year of two thousand ten whereby the abovenamed petitioner Company no. 1 Dhunseri Tea & Industries Limited (hereinafter referred to as the said DTIL) and the abovenamed petitioner Company no. 3 South Asian Petrochem Limited (hereinafter referred to as the said SAPL) were ordered to convene separate meetings of the equity shareholders of the said 'DTIL' and 'SAPL' and separate meetings of the equity shareholders of the abovenamed petitioner Company no. 2 D.I. Marketing Limited (hereinafter referred to as the said DIML) and the abovenamed petitioner Company No. 4 Dhunseri Polycarbonate Limited (hereinafter referred to as the said DPL) were dispensed with for the purpose of considering and if thought fit, approving with or without modifications the Scheme of Arrangement for demerging the Jaipur Packet Factory & Investment Division (Demerged undertaking) of DTIL to DIML and amalgamating SAPL and DPL with DTIL and annexed to the joint affidavits of Ram Chandran Mahajevan, Brijesh Kr. Biyani and Kumarapuram Viswanathan Balan filed on Third day of February in the year of two thousand Ten "The Business Standard" and the "Aajkaal" both dated Thirteenth day of February in the year of two thousand ten respectively each containing the advertisement of the said notices convening the said meeting directed to

be held by the said order dated Eighth day of February in the year of Two thousand ten affidavit of Ramachandran Mahadevan Iyer and Kumarapuram Viswanathan Balan filed on the Second day of March in the year of Two thousand ten showing the publication and despatch of the said notices convening the said meetings, the report of the Chairpersons of the said meetings, all dated Ninth day of March in the year of Two thousand ten as to the result of the said meetings and upon reading on the part of the petitioner Companies, an affidavit of Swapan Kumar Roy filed on Thirtieth day of April in the year of Two thousand ten and another affidavit of Brijesh Kumar Biyani filed on Fourth day of May in the year of Two thousand ten and the exhibits therein referred to and upon reading the order made herein and dated First day of April in the year of Two thousand ten and upon hearing Mr. S. N. Mookherjee, Senior Advocate (Mr. Ratnako Banerjee and Mr. D. N. Sharma, Advocates appearing with him) for the said petitioner Companies and Miss Shyamali Banerjee, Advocate for the Central Government and it appearing from the said reports of the Chairpersons that the proposed Scheme of Arrangement has been approved by the requisite majority of the equity shareholders of the said "DTIL" "DIML" "SAPL" and "DPL" in accordance with law and upon reading an affidavit of U. C. Nahta, the Regional Director (Eastern Region) Ministry of Corporate Affairs, Kolkata filed on Fourth day of May in the year of two thousand and ten.

This Court doth hereby sanction the proposed Scheme of Arrangement, set forth in Annexure A of the petition herein and specified in the Schedule A hereto, subject to the condition that the Accounting Treatment following the Scheme should be strictly in accordance with AS-14, and doth hereby declare the same to be binding with effect from First day of April in the year of Two thousand and nine (hereinafter referred to as the said appointed date) on the said DTIL, DIML, SAPL and DPL and their shareholders and all concerned.

This Court doth Order :

1. That all the property, rights and powers of the said DTIL relating to the demerged undertaking including those specified in the first, second and third parts of the Schedule - B hereto but excluding those specified in Clause - 4.2 of Part - II of the Scheme be transferred from the said Appointed Date and vest without further act or deed in the said DIML and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the said DIML for all the estate and interest of the said DTIL but subject nevertheless to all charges now affecting the same as provided in the scheme, and
2. That all the debts, liabilities, duties and obligations of the said DTIL in for relating to the demerged undertaking be transferred from the said Appointed Date without further act or deed to the said DIML and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the said DIML, and
3. That all proceedings and/or suits and/or appeals now pending by or against the said DTIL in respect of the demerged undertaking be continued by or against the said DIML as provided in the scheme, and
4. that the said DIML do issue and allot to the shareholders of the said DTIL, the shares in DIML to which they are entitled in terms of Clause - 10 of the scheme, and
5. That all the property, rights and powers of the said SAPL and DPL including those specified in the first, second and third parts of the Schedule - B hereto but excluding those specified in Clause - 15.2 of Part - III of the Scheme be transferred from the said Appointed Date and vest without further act or deed in the said DTIL and accordingly the same shall pursuant to Section 394 (2) of the Companies Act, 1956 be transferred to and vest in the said DTIL for all the estate and interest of the said SAPL and DPL but subject nevertheless to all charges now affecting the same as provided in the scheme, and
6. That all the debts, liabilities, duties and obligations of the said SAPL and DPL be transferred from the said Appointed Date without further act or deed to the said DTIL and accordingly the same shall pursuant to Section 394(2) of the Companies Act, 1956 be transferred to and become the debts, liabilities, duties and obligations of the said DTIL, and
7. That all proceedings and/or suits and/or appeals now pending by or against the said SAPL and DPL be continued by or against the said DTIL, and
8. That the official Liquidator of this Court do file a report under second proviso to Section 394 (1) of the Companies Act, 1956 in respect of the said SAPL and DPL within a period of six weeks from the date hereof, and
9. That the said official Liquidator of this Court do forthwith serve a copy of the said report to be filed by him upon Khaitan & Co., Advocate on-record for the said petitioners after filing the same with this Court, and

10. That leave be and the same is hereby granted to the said DTIL to apply for the dissolution without winding up of the said SAPL and DPL after filing of the said report by the said official Liquidator, and
11. That the said DTIL do issue and allot the shareholders of the said SAPL, the shares in DTIL to which they are entitled in terms of the Clause 22 of the scheme, and
12. That leave be and the same is hereby granted to the petitioner Companies to file the Schedule of Assets within a period of three weeks from the date hereof, and
13. That the said DTIL, DIML, SAPL and DPL within a period of thirty days from the date of obtaining the certified copies of this order cause the same to be delivered to the Registrar of Companies, West Bengal for registration respectively, and
14. That in the event the said petitioner Companies supply a legible computerised print out of the said scheme and the Schedule of Assets in acceptable form to the department, the concerned department shall append such computerised print out, upon verification, to the certified copy of this order without insisting on a hand written copy thereof, and
15. That the petitioner companies do, pay to the Central Government its costs of and incidental to this application assessed at One thousand gold mohars, and
16. That the petition being Company Petition No. 85 of 2010 do stand disposed of.

Witness Mr. Mohit S. Shah, the Chief Justice at Calcutta aforesaid the sixth day of May in the year Two thousand and ten.

Khaitan & Co. .... Advocates.

Mr. S. S. Sarker ..... Advocate for the Central Government.

Sd/-Illegible  
24.06.2010  
for Registrar

Schedule "A" above referred to  
SCHEME OF ARRANGEMENT, BETWEEN  
DHUNSERI TEA & INDUSTRIES LIMITED  
AND  
D I MARKETING LIMITED  
AND  
SOUTH ASIAN PETROCHEM LIMITED  
AND  
DHUNSERI POLYCARBONATE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS  
FOR  
DEMERGER OF JAIPUR PACKET FACTORY AND INVESTMENT DIVISION  
(DEMERGED UNDERTAKING) OF DHUNSERI TEA & INDUSTRIES LIMITED  
TO D I MARKETING LIMITED  
AND  
AMALGAMATION OF SOUTH ASIAN PETROCHEM LIMITED AND  
DHUNSERI POLYCARBONATE LIMITED WITH DHUNSERI TEA & INDUSTRIES LIMITED

PART-I  
(Preliminary)

1. DEFINITIONS:

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- i. "Act" means the Companies Act, 1956 or any statutory modification or re-enactment thereof,
- ii. "DTIL" means Dhunseri Tea & Industries Limited, an existing Company within the meaning of the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- iii. "DIML" means D I Marketing Limited, a Company incorporated under the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- iv. "SAPL" means South Asian Petrochem Limited, a Company incorporated under the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- v. "DPL" means Dhunseri Polycarbonate Limited, a Company incorporated under the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- vi. "Appointed Date" means the 1st day of April, 2009
- vii. "Demerged Undertaking" or "Jaipur Packet Factory and Investment Division" means the entire undertaking of DTIL constituted in the business of packeting of tea at its factory at Jaipur in the State of Rajasthan and investing in shares and securities of other bodies corporate and all properties, assets, rights and powers and all debts, liabilities, duties and obligations of DTIL comprised in and / or pertaining to the said Demerged Undertaking including:
  - (a) all properties and assets, moveable and immoveable, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Appointed Date relating to the said Demerged Undertaking, including all lands at Jaipur in the State of Rajasthan admeasuring 1.5 acres, buildings, flats, other commercial and residential properties, machinery, electrical installations, vehicles, equipment, furniture, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of DTIL in relation to the said Demerged Undertaking, leases and agency of DTIL pertaining to the said Demerged Undertaking, and all other interests or rights in or arising out of or relating to the said Demerged Undertaking together with all respective rights.

powers, interests, charges, privileges, benefits, entitlement, industrial and other licenses, registrations, liberties, easements and advantages, appertaining to the said Demerged Undertaking and/or to which DTIL is entitled to in respect of the said Demerged Undertaking of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the said Demerged Undertaking but expressly excluding tea marketing business and all brands, trade marks and other intellectual property rights owned by DTIL;

- (b) all debts, liabilities, duties and obligations of DTIL in relation to the said Demerged Undertaking, including liabilities on account of secured and unsecured loans, sundry creditors, sales-tax, excise, bonus, gratuity and other taxation and contingent liabilities of DTIL pertaining to the said Demerged Undertaking; and
- (c) all the permanent employees of DTIL engaged in or in relation to the said Demerged Undertaking.

viii. "Undertakings of SAPL and DPL" means and includes:

- a) all the properties, assets, rights and powers of SAPL and DPL; and
- (b) all the debts, liabilities, duties and obligations of SAPL and DPL

Without prejudice to the generality of the foregoing clause the said Undertakings of SAPL and DPL shall include all rights, powers, interests, authorities, privileges, liberties and all properties and assets, moveable or immovable, freehold or leasehold, real or personal, corporeal or incorporeal, in possession or reversion, present or contingent of whatsoever nature and wherever situate including all, land, buildings, plant and machinery, office equipments, inventories, investments in shares, debentures, bonds and other securities, sundry debtors, cash and bank balances, fixed deposits, loans and advances, leases and all other interests and rights in or arising out of such property together with all liberties, easements, advantages, exemptions, approvals, licenses, registrations, trade marks, patents, copyrights, import entitlements and other quotas, if any, held, applied for or as may be obtained hereafter by SAPL and DPL or which SAPL and DPL are entitled to together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records of SAPL and DPL.

- (c) all the permanent employees of SAPL and DPL.
- ix. "Effective Date" means the date or last of the dates on which certified copies of the order sanctioning this Scheme are filed by DTIL, DIML, SAPL and DPL with the Registrar of Companies.
- x. "Scheme" means this Scheme of Arrangement under Sections 391 to 394 of the Act in the present form or with such modification(s) as sanctioned by the Hon'ble High Court at Calcutta.
- xi. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

## 2. SHARE CAPITAL :

The Authorised, Issued, Subscribed and Paid-up Share Capital of DTIL, DIML, SAPL and DPL is as under :

	(Rs. )
i. DTIL	
Authorised Share Capital :	
5,11,70,000 Equity Shares of Rs.10/- each	51,17,00,000/-
Issued, Subscribed and Paid up Share Capital :	
1,17,10,895 Equity Shares of Rs. 10/- each fully paid up	11,71,08,950/-
Add : Amount paid up on forfeited Equity Shares	81,000/-
	<u>11,71,89,950/-</u>
ii. DIML	
Authorised Share Capital :	
2,00,000 Equity Shares of Rs.10/- each	20,00,000/-
Issued, Subscribed and Paid up Share Capital :	
50,000 Equity Shares of Rs.10/- each fully paid up	5,00,000/-

All the aforesaid Equity Shares issued by DIML are held by DTIL and its nominees. Accordingly, DIML is a wholly owned (100%) subsidiary of DTIL.

## iii. SAPL

<b>Authorised Share Capital :</b>	(Rs.)
29,00,00,000 Equity Shares of Rs.10/- each	2,90,00,00,000/-
<b>Issued, Subscribed and Paid up Share Capital :</b>	
23,31,38,594 Equity Shares of Rs.10/- each fully paid up	2,33,13,85,940/-

11,70,67,020 Equity Shares of SAPL constituting 50.21% of the total Issued, Subscribed and Paid up share Capital of SAPL are held by DTIL, the holding company of SAPL. Accordingly, SAPL is presently a subsidiary of DTIL. In terms of this Scheme and as part of demerger of the Demerged Undertaking of DTIL to DIML hereunder, the aforesaid investment of DTIL in shares of SAPL will stand transferred to and vested in DIML with effect from the Appointed Date prior to amalgamation of SAPL and DPL with DTIL herein.

## iv. DPL

<b>Authorised Share Capital :</b>	(Rs.)
1,00,50,000 Equity Shares of Rs.10/- each	10,05,00,000/-
<b>Issued, Subscribed and Paid up Share Capital :</b>	
1,00,50,000 Equity Shares of Rs.10/- each fully paid up	10,05,00,000/-

All the aforesaid Equity Shares issued by DPL are held by SAPL and its nominees. Accordingly, DPL is a wholly owned (100%) subsidiary of SAPL with DTIL being the ultimate holding Company.

## 3. OBJECTS AND REASONS :

- i. DTIL is a well established concern engaged primarily in the business of cultivation, production and sale of tea having eleven tea estates in the State of Assam. In addition DTIL also carries on the business of packeting tea at its tea packeting factory in Jaipur in the State of Rajasthan and investing in shares and securities of various other bodies corporate. SAPL is engaged in the business of manufacture of Bottle Grade PET Resin at Haldia in the State of West Bengal. DPL is a subsidiary of SAPL and had undertaken a project for setting up a 100% Export Oriented Unit for manufacture of polycarbonate at Haldia with a capacity of 1,30,000 tonnes per annum. Such project has since been discontinued. DIML is also a subsidiary of DTIL and was formed with the object, inter alia of undertaking the business of marketing of tea and is also authorised to carry on investment business. The present level of operations of DIML are not significant. The said companies are all part of the same group of companies.
- ii. In furtherance of a restructuring initiative of the said companies and for the optimum running, growth and development of their respective businesses, it is considered desirable and expedient to reorganise and reconstruct the said Companies by (i) demerging the Jaipur Packet Factory and Investment Division (Demerged Undertaking) of DTIL to DIML and (ii) amalgamating SAPL and DPL with DTIL in the manner and on the terms and conditions stated in this Scheme of Arrangement.
- iii. The Scheme will enable suitable segregation of the tea packet factory and investment activities of DTIL followed by appropriate consolidation of the core manufacturing activities and interests of DTIL and SAPL, including undertaking of DPL, in DTIL. On the one hand the demerger and segregation of the tea packeting factory and investment activities of DTIL will enable such business and activities to be pursued and carried on through DIML with greater focus and attention. On the other hand the consolidation of the core manufacturing activities and interests of DTIL and SAPL, including undertaking of DPL will enable such activities and interests and business of the amalgamated DTIL to be pursued and carried on more economically and efficiently with better utilisation of the combined resources of the said companies and substantial reduction in costs and expenses. The same will also lead to the formation of a larger and stronger entity having a larger capital and asset base and greater capacity for accessing the capital and money markets and otherwise conducting its operations more advantageously. The Scheme will unlock shareholders value and assist in the potential of the respective business segments being realised more fully. Generally, the business and activities of the respective companies will be carried on more conveniently and advantageously under the Scheme and the same will have beneficial results for the said Companies, their shareholders and all concerned. The Scheme is proposed accordingly.

## PART-II

## (Demerger of Demerged Undertaking of DTIL to DIML)

## 4. Transfer of Demerged Undertaking of DTIL :

- 4.1 With effect from the Appointed Date, the Demerged Undertaking of DTIL shall stand demerged to

DIML. Accordingly, the Demerged Undertaking of DTIL shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in DIML, as a going concern with effect from the Appointed Date for all the estate and interest of DTIL therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.

- 4.2 It is expressly provided that in respect of such of the said assets of the said Demerged Undertaking as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by DTIL and shall become the property of DIML accordingly as an integral part of the Demerged Undertaking transferred to DIML, without requiring any deed or instrument of conveyance for the same.
- 4.3 In respect of such of the assets of the Demerged Undertaking other than those referred to in Clause 4.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in DIML pursuant to an order passed under the provisions of Section 394 of the Act.
- 4.4 All debts, liabilities, duties and obligations of DTIL relating to the Demerged Undertaking as on the close of business on the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of DTIL relating to the Demerged Undertaking which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed Date shall also be transferred to DIML, without any further act or deed, pursuant to an order passed under the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of DIML.
- 4.5 The transfer and vesting of the Demerged Undertaking of DTIL, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the relative assets of DTIL or part thereof on or over which they are subsisting on transfer to and vesting of such assets in DIML and no such charges, mortgages, and/ or encumbrances shall extend over or apply to any other asset(s) of DIML. Any reference in any security documents or arrangements (to which DTIL is a party) to any assets of DTIL shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of DIML. Similarly, DIML shall not be required to create any additional security over assets of Demerged Undertaking of DTIL acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of DIML shall not extend or be deemed to extend or apply to the assets so acquired by DIML.
- 4.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by DTIL for the operations of the Demerged Undertaking and/or to which DTIL is entitled to in relation to the Demerged Undertaking in terms of the various Statutes and/or Schemes of Union and State Governments, shall be available to and vest in DIML, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of DIML. Since the Demerged Undertaking will be transferred to and vested in DIML as a going concern without any break or interruption in the operation thereof, DIML shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the Demerged Undertaking on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc. to which DTIL is entitled in relation to the Demerged Undertaking in terms of the various Statutes and/or Schemes of Union and State Governments shall be available to and vest in DIML upon this Scheme becoming effective.
- 4.7 The demerger and transfer of the Demerged Undertaking of DTIL to DIML in terms of this Scheme shall be deemed to have taken place and come into effect prior to amalgamation of SAPL and DPL with DTIL in terms of this Scheme.
5. **LEGAL PROCEEDINGS :**

All legal or other proceedings by or against DTIL and relating to the Demerged Undertaking or DTIL shall be continued and enforced by or against DIML only. If proceedings are taken against DTIL, DTIL will defend on notice or as per advice of DIML at the costs of DIML and DIML will indemnify and keep indemnified DTIL from and against all liabilities, obligations, actions, claims and demands in respect thereof.
6. **CONTRACTS AND DEEDS :**
  - 6.1 Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements, engagements and other instruments of whatsoever nature relating to the Demerged Undertaking to

which DTIL is a party or to the benefit of which DTIL may be eligible, and which have not lapsed and are subsisting on the Effective Date shall remain in full force and effect against or in favour of DIML as the case may be, and may be enforced by or against DIML as fully and effectually as if, instead of DTIL, DIML had been a party thereto.

- 6.2 DTIL and/or DIML shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause.

**7. SAVING OF CONCLUDED TRANSACTIONS :**

The transfer and vesting of the properties and liabilities of the Demerged Undertaking under Clause 4 above, the continuance of the proceedings by or against DIML under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above shall not affect any transaction or proceeding relating to the Demerged Undertaking already completed by DTIL on or before the Effective Date to the end and intent that DIML accepts all acts, deeds and things relating to the Demerged Undertaking done and executed by and/or on behalf of DTIL as acts, deeds and things done and executed by and on behalf of DIML.

**8. EMPLOYEES :**

On and from the Effective Date:

- 8.1 DIML undertakes to engage all the employees of DTIL engaged in the Demerged Undertaking on the Effective Date on the same terms and conditions on which they are engaged by DTIL without treating it as a break, discontinuance or interruption of service on the said date as a result of the transfer of the Demerged Undertaking to DIML.
- 8.2 Accordingly, the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes, including for the purpose of payment of any retrenchment compensation and other terminal benefits, will be reckoned from the date of their respective appointments with DTIL.
- 8.3 The accumulated balances, if any, standing to the credit of the employees of the Demerged Undertaking in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds of which they are members will be transferred to such Provident Fund, Gratuity Fund, Superannuation Fund and other funds nominated by DIML and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by DIML. Pending the transfer as aforesaid, the dues of the employees of the Demerged Undertaking relating to the said funds would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds respectively.

**9. BUSINESS IN TRUST FOR DIML :**

With effect from the Appointed Date and upto and including the Effective Date:

- 9.1 DTIL undertakes to carry on the business of the Demerged Undertaking in the ordinary course of business and DTIL shall be deemed to have carried on and to be carrying on all business and activities relating to the Demerged Undertaking for and on account of and in trust for DIML.
- 9.2 All profits accruing to DTIL (including taxes paid thereon) or losses arising or incurred by DTIL in relation to the Demerged Undertaking for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits (including taxes paid) or losses, as the case may be of DIML.
- 9.3 DTIL shall be deemed to have held and stood possessed of the properties to be transferred to DIML for and on account of and in trust for DIML and, accordingly, DTIL shall not (without the prior written consent of DIML) alienate, charge or otherwise deal with or dispose of the Demerged Undertaking or any part thereof except in the usual course of business.

**10. ISSUE OF SHARES :**

- 10.1 Upon the Scheme coming into effect and without further application, act or deed, DIML shall, in consideration of the demerger and transfer of the Demerged Undertaking, issue and allot to the members of DTIL holding fully paid up Equity Shares in DTIL and whose names appear in the Register of Members of DTIL on such date ("Record Date for Demerger Shares") as the Board of Directors of DTIL shall determine in consultation with DIML, Equity Shares of Rs.10/- each in DIML, credited as fully paid up with rights attached thereto as hereinafter mentioned in the following entitlement ratio :

1 (One) Equity Share of Rs.10/- each in DIML credited as fully paid up for every 2 (Two) Equity Shares of Rs.10/- each fully paid-up held by them in the capital of DTIL

- 10.2 All the Equity Shares to be issued and allotted by DIML to the Equity Shareholders of DTIL under this Scheme shall rank pari passu in all respects with the existing Equity Shares of DIML. Further such

Equity Shares shall pursuant to circular issued by the Securities Exchange Board of India (SEBI) on 3 September 2009 bearing No. SEBI/CFD/SCRR/01/2009/03/09 and subject to compliance with requisite formalities be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of DTIL are listed and/or admitted to trading.

- 10.3 No fractional shares shall be issued by DIML in respect of the fractional entitlements, if any, to which the members of DTIL may be entitled on issue and allotment of Equity Shares in DIML as above. The Board of Directors of DIML or a committee thereof shall consolidate all such fractional entitlements, and issue and allot the Equity Shares in lieu thereof to a Director and / or Officer(s) of DIML on the express understanding that such Director and / or Officer(s) to whom such new Equity Shares are allotted shall sell the same in the market and pay to DIML the net sale proceeds thereof, whereupon DIML shall distribute such net sale proceeds to the members of DTIL in proportion to their fractional entitlements.
- 10.4 In respect of the shareholding of the members in DTIL held in the dematerialised form, the Equity Shares in DIML shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause 10.1 above with such shares being credited to the existing depository accounts of the members of DTIL entitled thereto, as per records maintained by the National Securities Depository Limited and / or Central Depository Services (India) Limited on the Record Date for Demerger Shares.
- 10.5 In respect of the shareholding of the members in DTIL held in the certificate form, the Equity Shares in DIML shall be issued to such members in certificate form. Members of DTIL desirous of receiving the new shares in DIML in dematerialised form should have their shareholding in DTIL dematerialised on or before the Record Date for Demerger Shares.
- 10.6 Upon the Scheme becoming effective, the Authorised Share Capital of DIML shall be increased to Rs. 5,90,54,480/- divided into 59,05,448 Equity Shares of Rs. 10/- each and Clause V of the Memorandum of Association of DIML shall be altered accordingly.
- 10.7 DIML shall, if and to the extent required, apply for and obtain the requisite consent or approval of the Government of India and the Reserve Bank of India and other Appropriate Authorities concerned for the issue and allotment of Equity Shares in DIML in terms hereof to the non-resident members of DTIL.
- 10.8 The Equity Shares in DIML allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 10.9 Apart from cancellation of existing Equity Shares of DIML in terms of clause 11 herein, there shall be no change in the shareholding pattern or control in DIML between the Record Date for Demerger Shares and the listing which may affect the status of the approval of the stock exchanges to this Scheme.
11. **CANCELLATION OF EXISTING SHARES OF DIML :**

All existing shares held by DTIL in DIML, i.e. 50,000 Equity Shares of Rs. 10/- each shall stand cancelled, without any further act or deed, upon the new Equity Shares being issued by DIML to the shareholders of DTIL as on the Record Date for Demerger Shares in terms of clause 10.1 of this Scheme and until such cancellation shall continue to be held by DTIL.
12. **ACCOUNTING :**
  - 12.1 The assets and liabilities of the Demerged Undertaking shall be transferred to DIML and incorporated in the books of account of DIML at their values as appearing in the books of account of DTIL. A Statement of assets and liabilities of the Demerged Undertaking as appearing in the books of account of DTIL as on March 31, 2009 is set out in Schedule I hereto.
  - 12.2 The difference between the book value of the said assets and liabilities of the Demerged Undertaking, recorded in the books of account of DIML, as reduced by the aggregate face value of the Equity Shares issued and allotted by DIML in terms of clause 10 above shall be adjusted in General Reserves in the books of account of DIML or dealt with in any other manner, as may be deemed fit by the Board of Directors of DIML or Committee thereof.
  - 12.3 In the books of account of DTIL the difference between the assets and liabilities of the Demerged Undertaking, shall be adjusted against the Revaluation Reserve of DTIL.
  - 12.4 Subject to the aforesaid, the Board of Directors of DTIL and DIML shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the demerger in the respective books of account of the said Companies.

**13. POST SCHEME CONDUCT OF BUSINESS :**

Even after this Scheme becomes operative, DIML shall be entitled to operate all Bank Accounts and realise all monies and complete and enforce all pending contracts and transactions relating to the Demerged Undertaking in the name of DTIL and in so far as may be necessary until the transfer of rights and obligations of the said Demerged Undertaking to DIML under this Scheme is formally accepted by the parties concerned.

**14. Remaining Business :**

Save and except the Demerged Undertaking of DTIL and as expressly provided in this Scheme of Arrangement nothing contained in this Scheme of Arrangement shall affect the other business undertaking, assets, and liabilities of DTIL which shall continue to belong to and be vested in and be managed by DTIL.

**PART - III**

**(Amalgamation of SAPL and DPL with DTIL)**

**15. TRANSFER OF UNDERTAKINGS OF SAPL AND DPL :**

15.1 With effect from the Appointed Date, SAPL and DPL shall stand amalgamated with DTIL, as provided in the Scheme. Accordingly, the Undertakings of SAPL and DPL shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in DTIL, as going concerns with effect from the Appointed Date for all the estate and interest of SAPL and DPL therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.

15.2 It is expressly provided that in respect of such of the said assets as are movable in nature or otherwise capable of being transferred by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by SAPL and DPL and shall become the property of DTIL accordingly as an integral part of the Undertakings of SAPL and DPL transferred to DTIL, without requiring any deed or instrument of conveyance for the same.

15.3 In respect of such of the assets of SAPL and DPL other than those referred to in Clause 15.2 above the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in DTIL pursuant to an order passed under the provisions of Section 394 of the Act.

15.4 All debts, liabilities, duties and obligations of SAPL and DPL shall also be transferred to DTIL, without any further act or deed, pursuant to an order passed under the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of DTIL.

15.5 The transfer and vesting of the Undertakings of SAPL and DPL, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the relative assets of SAPL and DPL or part thereof on or over which they are subsisting or transfer to and vesting of such assets in DTIL and no such charges, mortgages, and/ or encumbrance shall extend over or apply to any other asset(s) of DTIL. Any reference in any security documents or arrangements (to which SAPL and DPL are parties) to any assets of SAPL and DPL shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of DTIL. Similarly, DTIL shall not be required to create any additional security over assets acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of DTIL shall not extend or be deemed to extend or apply to the asset so acquired by DTIL.

15.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by SAPL and DPL for their operations and/or to which SAPL and DPL are entitled to in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in DTIL without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of DTIL. Since the Undertakings of SAPL and DPL will be transferred to and vested in DTIL as going concerns without any break or interruption in the operations thereof, DTIL shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operation of the Undertakings of SAPL and DPL on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax (including MAT credit under Section 115JA of the Income Tax Act), Excise (including Modvat/Cenvat), Sales Tax etc to which SAPL and DPL are

entitled in terms of the various Statutes and/or Schemes of Union and State Governments (including special packages sanctioned under West Bengal Incentive Scheme, 1999 and West Bengal Incentive Scheme, 2004) shall be available to and vest in DTIL upon this Scheme becoming effective.

**16. LEGAL PROCEEDINGS :**

If any suits, actions and proceedings of whatsoever nature by or against SAPL and DPL are pending on the Effective Date, the same shall not abate or be discontinued nor be in any way prejudicially affected by reason of the amalgamation of SAPL and DPL with DTIL or anything contained in the Scheme, but the proceedings may be continued and enforced by or against DTIL as effectually and in the same manner and to the same extent as the same would or might have continued and enforced by or against SAPL and DPL, in the absence of the Scheme.

**17. CONTRACTS AND DEEDS :**

17.1 Subject to other provisions of this Scheme, all contracts, deeds, bonds, agreements, arrangements, engagements and other instruments of whatsoever nature to which SAPL and DPL are parties or to the benefits of which SAPL and DPL may be eligible, and which have not lapsed and are subsisting on the Effective Date, shall remain in full force and effect against or in favour of DTIL as the case may be, and may be enforced by or against DTIL as fully and effectually as if, instead of SAPL and DPL, DTIL had been a party or beneficiary thereto.

17.2 DTIL shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause and to the extent that SAPL and DPL are required prior to the Effective Date to join in such deeds, writings or confirmations, DTIL shall be entitled to act for and on behalf of and in the name of SAPL and DPL.

**18. SAVING OF CONCLUDED TRANSACTIONS :**

The transfer of the Undertakings of SAPL and DPL under Clause 15 above, the continuance of proceedings under Clause 16 above and the effectiveness of contracts and deeds under Clause 17 above, shall not affect any transaction or proceeding already concluded by SAPL and DPL on or before the Effective Date, to the end and intent that DTIL accepts and adopts all acts, deeds and things done and executed by and/or on behalf of SAPL and DPL as acts, deeds and things done and executed by and on behalf of DTIL.

**19. EMPLOYEES :**

On and from the Effective Date:

19.1 All the employees of SAPL and DPL in service on the Effective Date shall become the employees of DTIL on the same terms and conditions on which they are engaged by SAPL and DPL without treating it as a break, discontinuance or interruption in service on the said date.

19.2 Accordingly the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes, including for the purpose of payment of any retrenchment compensation and other terminal benefits, will be reckoned from the date of their respective appointments with SAPL and DPL.

19.3 It is expressly provided that the Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees, as applicable, of SAPL and DPL shall be continued by DTIL and DTIL shall stand substituted for SAPL and DPL for all purposes whatsoever, including in relation to the obligation to make contributions to the said Fund or Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of SAPL and DPL in relation to such Fund or Funds shall become those of DTIL.

**20. DISSOLUTION OF SAPL AND DPL :**

SAPL and DPL shall be dissolved without winding up pursuant to the provisions of Section 394 of the Act.

**21. CONDUCT OF BUSINESS TILL EFFECTIVE DATE :**

With effect from the Appointed Date and upto and including the Effective Date:

21.1 SAPL and DPL undertake to carry on their business in the ordinary course of business and SAPL and DPL shall be deemed to have carried on and to be carrying on all their business and activities for and on account of and in trust for DTIL.

21.2 All profits accruing to SAPL and DPL (including taxes paid thereon) or losses arising or incurred by SAPL and DPL for the period falling on and after the Appointed Date shall for all purposes be treated as the profits (including taxes paid) or losses, as the case may be, of DTIL.

21.3 SAPL and DPL shall be deemed to have held and stood possessed of the properties to be trans-

ferred to DTIL for and on account of and in trust for DTIL and, accordingly, SAPL and DPL shall not (without the prior written consent of DTIL) alienate, charge or otherwise deal with or dispose of their Undertakings or any part thereof except in the usual course of business.

**22. ISSUE OF SHARES :**

22.1 Upon the Scheme coming into effect, and without any further application, act or deed, DTIL shall, in consideration of the amalgamation, issue and allot to the members of SAPL holding fully paid-up Equity Shares in SAPL and whose names appear in the Register of Members of SAPL on such date ("the Record Date for Amalgamation Shares"), as the Board of Directors of DTIL shall determine, Equity Shares of Rs.10/- each in DTIL credited as fully paid up with rights attached thereto as hereinafter mentioned in the following exchange ratio :

1 (One) Equity Share of Rs.10/- each in DTIL credited as fully paid up for every 10 (Ten) Equity Shares of Rs.10/- each fully paid-up held by them in the capital of SAPL.

22.2 It is clarified that since the demerger and transfer of the Demerged Undertaking of DTIL to DIML in terms of this Scheme, including investment of DTIL in shares of SAPL, shall be deemed to have taken place prior to amalgamation of SAPL and DPL with DTIL in terms of this Scheme, the shareholders to whom new shares in DTIL shall be issued and allotted pursuant to clause 22.1 above shall include DIML, being the transferee of the said investment of DTIL.

22.3 The Equity Shares of DTIL to be issued and allotted in lieu of the Equity Shares of SAPL shall rank pari passu in all respects with the existing Equity Shares of DTIL. Further such Equity Shares shall pursuant to applicable regulations and subject to compliance with requisite formalities, be listed and/or admitted to trading on the relevant stock exchange(s) where the existing shares of DTIL and SAPL are listed and/or admitted to trading.

22.4 No fractional shares shall be issued by DTIL in respect of the fractional entitlements, if any, to which the Equity Shareholders of SAPL may be entitled on issue and allotment of Equity Shares in DTIL as above. The Board of Directors of DTIL or a committee thereof shall consolidate all such fractional entitlements and issue and allot the Equity Shares in lieu thereof to a Director and / or Officer(s) of DTIL on the express understanding that such Director and / or Officer(s) to whom such new Equity Shares are allotted shall sell the same in the market and pay to DTIL the net sale proceeds thereof, whereupon DTIL shall distribute such net sale proceeds to the members of SAPL in proportion to their fractional entitlements.

22.5 In respect of the shareholding of the members in SAPL held in the dematerialised form, the Equity Shares in SAPL shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause 22.1 above with such shares being credited to the existing depository accounts of the members of SAPL entitled thereto, as per records maintained by the National Securities Depository Limited and / or Central Depository Services (India) Limited on the Record Date for Amalgamation Shares.

22.6 In respect of the shareholding of the members in SAPL held in the certificate form, the Equity Shares in DTIL shall be issued to such members in certificate form. Members of SAPL desirous of receiving the new shares in DTIL in dematerialised form should have their shareholding in SAPL dematerialised on or before the Record Date for Amalgamation Shares.

22.7 DTIL shall, if and to the extent required, apply for and obtain the requisite consent or approval of the Government of India and the Reserve Bank of India and other Appropriate Authorities concerned for the issue and allotment of Equity Shares in DTIL in terms hereof to the non-resident members of SAPL.

22.8 Consequent to and as part of the amalgamation of SAPL and DPL with DTIL herein, the Authorised Share Capital of SAPL and DPL shall stand merged into and combined with the Authorised Share Capital of DTIL pursuant to the Scheme, without any further act of deed, and without payment of any registration or filing fee on such combined Authorised Share Capital under Section 611 of the Act, SAPL, DPL and DTIL having already paid such fees. Accordingly, the Authorised Share Capital of DTIL resulting from the amalgamation of SAPL and DPL with DTIL shall be a sum of Rs.351,22,00,000/- divided into 35,12,20,000 Equity Shares of Rs.10/-each and Clause 5 of the Memorandum of Association of DTIL and Article 3 of the Articles of Association of DTIL shall stand altered accordingly.

**23. CANCELLATION OF SHARES HELD INTER SE**

Upon this Scheme becoming effective, all shares held by SAPL in the share capital of DPL shall stand cancelled consequent to the amalgamation and in lieu thereof no allotment of any new shares shall be made to any person whatsoever. It is clarified that since all shares issued by DPL are held by SAPL the entire share capital of DPL shall stand cancelled upon this Scheme becoming effective and there is no exchange ratio of such shares.

## 24. ACCOUNTING :

- 24.1 The amalgamation shall be accounted for in the books of account of DTIL according to the pooling of interests method under Accounting Standard (AS) 14, 'Accounting for Amalgamations' issued by the Institute of Chartered Accountants of India. A Statement of assets and liabilities of SAPL and DPL as appearing in their respective books of account as on March 31, 2009 is set out in Schedule - II hereto.
- 24.2 Accordingly on and from the Appointed Date and subject to the provisions hereof and such other corrections and adjustments as may, in the opinion of the Board of Directors of DTIL, be required and except to the extent required otherwise by law, all assets, liabilities and reserves of SAPL and DPL transferred to DTIL under the Scheme shall be recorded in the books of accounts of DTIL at their respective book value and in the same form and manner as recorded in the books of accounts of SAPL and DPL.
- 24.3 The difference between the amount recorded as additional share capital issued by DTIL on amalgamation to the shareholders of SAPL (other than DTIL) and the aggregate face value of the shares of SAPL in lieu whereof such additional share capital is issued shall, subject to the other provisions contained herein, be adjusted against and reflected in the General Reserves of DTIL.
- 24.4 The amount standing under capital works in progress in the books of DPL shall be adjusted against the Revaluation Reserves of DTIL.
- 24.5 In case of any difference in accounting policy between SAPL, DPL and DTIL, the impact of the same till the Appointed Date will be quantified and adjusted in the General Reserves of DTIL to ensure that the financial statements of DTIL reflect the financial position on the basis of consistent accounting policy.

## 25. POST SCHEME CONDUCT OF BUSINESS

Even after this Scheme becomes operative, DTIL shall be entitled to operate all Bank Accounts and realise all monies and complete and enforce all pending contracts and transactions relating to the Undertakings of SAPL and DPL in the names of SAPL and DPL respectively and in so far as may be necessary until the transfer of rights and obligations of the said Undertakings to DTIL under this Scheme is formally accepted by the parties concerned.

## 26. ALTERATION OF OBJECTS CLAUSE :

Upon the Scheme becoming effective, the Memorandum of Association of DTIL shall stand altered by addition of the following new clause numbered as 3(c1) after existing clause 3(c) of the Memorandum of Association of DTIL:

"3(c1) To carry on the business of processing, refining, converting, manufacturing, formulating, using, buying, selling, acquiring, storing, packing, dealing, transporting, distributing, importing, exporting and disposing of all types of Petrochemicals and other related products including Naphtha, Methane, Ethylene, Propylene, Butanes, Napthalene, Cyclohexane, Cyclohexanone, Benzene, Acetic Acid, Cellulose, Acetate, Vinyl Acetate, Caprolactum, Adipic Acid, Hexamethylene, Diamine, Nylon, Nylon-6, Nylon-6.6, Nylon-6.10, Nylon-6.11, Nylon-7, and their fibers, Castings, Mouldings, sheets, rods, orthoxylene, Pthalic Anhydride, Alkid Resins, Polyester staple fibre, Polyester Filament Yarn, Nylon Filament Yarn, Nylon Tyre Cord, Synthetic Rubbers, Engineering Plastics, Mixed Xylenes, Paraxylene, Metaxylene, Toluene, Cumene, Phenol, Styrene, Butadiene, Methacrolein, Maleic Anhdride, Methacrylates, Urea Methanol, Formaldehyde, (UF, PF and MF resins, Hydrogencyanide, Poly-methyl, Methacrylate, Acetylene, PVC Polyethylene, Plastics, Melamine and Derivatives thereof, whether liquid, solid or gaseous, Dichloride, Ethylene Oxide, Ethyleneglycol, Polylycols, Polyurthanes, Parasyllense, Polystyrenes, Polypropylene, Isopropanol, Acetone, Propylene, Oxide, Propylene glycol, Acrylonitrile, Acrylic Fibres, Allyl Chloride, Epichlorhydrin, Aliphatic and Aromatic Alcohols, Alcholos, Aldehydes, Ketons, Aromatic Acid, Anlu-phrides, Vinyl Chloride, Acrylic, Ester or Orhto, meta and fere-phthalic Acids and all gases, Epoxy resins and all other Petrochemical Products and Polymers in all their forms, like PET Resins, Fibers, Sheets, Mouldings, Castings, Cellophanes, Colour paints, Varnishes, Disinfectants, Insecticides, Fungicides, Deodorants as well as Bio-chemical, Pharmaceutical, Medical, zinc, bleaching, photographical and other preparations."

PART - IV

## (General/ Miscellaneous Provisions)

## 27. APPLICATIONS :

DTIL, DIML, SAPL and DPL shall, with all reasonable dispatch, make necessary applications under Sections 391 to 394 of the Act, to the Hon'ble High Court at Calcutta, for sanction and carrying out of the Scheme and for consequent dissolution of SAPL and DPL without winding up and apply for and

obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under Section 10FB of the Act, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court(s) shall be construed as references to the National Company Law Tribunal as the context may require. DTIL, DIML, SAPL and DPL shall also apply for such other approvals as may be necessary in law, if any, for bringing the Scheme into effect. Further, DTIL, DIML, SAPL and DPL shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

**28. APPROVALS AND MODIFICATIONS :**

DTIL, DIML, SAPL and DPL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised.

28.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court(s) and / or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.

28.2 To settle all doubts or difficulties that may arise in carrying out the Scheme; to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme; and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing DTIL, DIML, SAPL and DPL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

**29. SCHEME CONDITIONAL UPON :**

The Scheme is conditional upon and subject to :

29.1 Approval of the Scheme by the requisite majorities of the members of DTIL, DIML, SAPL and DPL;

29.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta;

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the date or last of the dates on which certified copies of the order of the Hon'ble High Court at Calcutta sanctioning this Scheme are filed with the Registrar of Companies.

**30. COSTS, CHARGES AND EXPENSES :**

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto upto the stage of sanction of this Scheme, shall be borne and paid by DTIL. Subsequent to the said stage or in the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

**31. CHANGE OF NAMES OF DTIL AND DIML :**

Consequent to demerger and amalgamation as provided herein, the name of DTIL shall be changed to "Dhunseri Petrochem & Tea Limited" and the name of DIML shall be changed to "Dhunseri Investments Limited". DTIL and DIML shall take necessary steps to give effect to such change of name. In the event, the aforesaid name(s) are not made available for adoption under the Act, DTIL and DIML shall each be at liberty to adopt such other suitable name reflecting their business consequent to the Scheme as may be made available under the Act and resolved by them.

**32. RESIDUAL PROVISIONS :**

32.1 Save as provided in Clauses 10 and 22 above, DTIL, DIML, SAPL and DPL shall not at any time during the period commencing from the date of approval of this Scheme by the Board of Directors of the said Companies and ending with the Effective Date make any change in their capital structure either by way of increase (by issue of equity shares on a rights or preferential allotment basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner except by mutual consent of the respective Boards of Directors of DTIL, DIML, SAPL and DPL. It is clarified that DTIL will continue to be bound by its obligation to discharge its outstanding liability towards purchase price of shares of SAPL by payment in cash to the sellers or conversion into Equity Shares of DTIL at the option of sellers even after the coming into effect of this Scheme. Accordingly, if such sellers exercise such option for conversion into shares, DTIL shall be entitled to issue such shares in accordance with law and

- subject to compliance with necessary formalities without any reference to DIML, SAPL or DPL after the Effective Date.
- 32.2 Pursuant to demerger of the Demerged Undertaking of DTIL to DIML in terms of the scheme, DIML shall apply to the Reserve Bank of India for registration as a Non Banking Financial Company under Section 45-IA of the Reserve Bank of India, 1949, if and to the extent required.
- 32.3 On the approval of the Scheme by the members of DTIL, DIML, SAPL and DPL pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 17, 23, 81(1-A), 94 and 100 of the Act or any other provisions of the Act to the extent the same may be considered applicable.
- 32.4 The demerger and transfer and vesting of the Demerged Undertaking of DTIL to DIML under this Scheme has been proposed in compliance with the provisions of Section 2(19AA) of the Income-Tax Act, 1961 and the amalgamation of SAPL and DPL with DTIL and transfer and vesting of the Undertakings of SAPL and DPL in DTIL has been proposed in compliance with the provisions of Section 2(1B) of the said Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section(s) at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section(s) of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said Section(s). Such modification will however not affect the other parts of the Scheme.
- 32.5 If any doubt or difference or issue shall arise between the parties hereto or any of their shareholders, creditors, employees and/or any other person as to the construction hereof or as to any account, valuation or apportionment to be taken or made of any asset or liability transferred under this Scheme or as to the accounting treatment thereof or as to anything else contained in or relating to or arising out of this Scheme, the same shall be referred to Mr. P. L Agarwal, Advocate of 1B, Old Post Office Street, Kolkata - 700 001 whose decision shall be final and binding on all concerned.

**SCHEDULE - I**

Statement of Assets and Liabilities of Demerged Undertaking as on March 31, 2009

	Rs. in Lakhs	
<b>Assets :</b>		
<b>Fixed Assets :</b>		
Land	22.67	
Building	56.55	
Plant & Machinery	52.03	
Electricity	9.37	
Furniture	2.28	
Computers	.35	
Vehicles	3.10	146.35
<b>Investments</b>		15,337.08
<b>Current Assets, Loans and Advances</b>		
Inventories	27.90	
Cash and Bank Balances	.03	
Loans and Advances	1.21	
	29.14	
<b>Less : Current Liabilities and Provisions</b>		
Current Liabilities	19.44	
<b>Not Current Assets</b>		9.70
<b>Total Assets</b>		15,493.13

**SCHEDULE - II**

Statement of Assets and Liabilities of SAPL and DPL as on March 31, 2009

	Rs. in Lakhs	
	SAPL	DPL
<b>Assets :</b>		
Fixed Assets	34,689.04	-
Capital Work in Progress	1,180.30	645.30
Deferred tax Assets	(2,099.13)	-
<b>Investments</b>	<b>6,480.59</b>	<b>-</b>
<b>Current Assets, Loans and Advances</b>		
Inventories	7,913.33	-
Sundry Debtors	17,009.65	-
Cash and Bank Balance	31,133.88	1.19
Loans & Advances	10,936.95	-
Other Current Assets	49.91	367.50
	<b>67,043.72</b>	<b>368.69</b>
<b>Less : Current Liabilities &amp; Provisions</b>		
Current Liabilities	18,764.95	15.07
<b>Net Current Assets</b>	<b>48,278.77</b>	<b>353.62</b>
<b>Total Assets</b>	<b>88,529.57</b>	<b>998.92</b>
<b>Liabilities</b>		
Secured Loan	41,562.80	-
Unsecured Loans	7,864.00	-
<b>Total Liabilities</b>	<b>49,426.80</b>	<b>-</b>

Sd/-Illegible  
24.06.2010  
for RegistrarSchedule "B" above referred to**SCHEDULE OF ASSETS****SECTION - A**

Schedule of Assets of Demerged Undertaking (Jaipur Packet Factory &amp; Investment Division) of Dhunseri Tea &amp; Industries Limited (DTIL) to be transferred to D I Marketing Limited (DIML) as on 1 April 2009

Part - I

(Short Description of freehold property of Demerged Undertaking of DTIL)

NIL

Part - II

(Short Description of leasehold property of Demerged Undertaking of DTIL)

1. All those pieces or parcels of land in plot No. SP-534 (a) at Sitapura Industrial Area admeasuring approximately 6045 Sq. Metres in the District of Jaipur in the State of Rajasthan under Lease Agreement dated 22.01.1997.
2. All factory, non-factory buildings, workshops, roads, office buildings, godowns, fencing and other buildings and structures lying on the said land.

Part - III

(Short description of stocks, shares, debentures and other choses in action of Demerged Undertaking of DTIL)

1. Movables specified in Clause 4.2 of the Scheme are transferable to DIML as provided therein.

## 2. Investment in shares and securities including the following :

Particulars	Face Value	No. of Shares/ Securities
<b>Equity Shares :</b>		
Larsen & Toubro Limited	2	12,000
Madhuting Tea Private Limited	1,000	5000
South Asian Petrochem Limited	10	11,65,80,549
Assam Bengal Cereals Limited	10	2,630
Assam Hospitals Limited	10	50,000
East India Planters Co-operative Limited	50	124
Assam Co-operative Apex Bank Limited	50	300
Assam Financial Corporation	100	100
<b>Equity Share Warrants :</b>		
South Asian Petrochem Limited	10 (Rs. 1.70 Paid up)	19,59,631
<b>Shares of Common Stock :</b>		
Tectura Corporation		1,69,118

## 3. Licences, approvals and registration including the following :

Sl. No.	Particulars	Reference No. / Date
1.	Under VAT (Form VAT 03) TIN No. 08832152429	Date of issue of original certificate 03.03.1997 & Amendment R.C. on 20.04.2010
2.	Under CST (Form B) TIN No. 08832152429	Date of issue of original certificate 03.03.1997 & Amendment R.C. on 20.04.2010
3.	From District Ind. Centre (DIC)	PMT Certificate No. 17/13/011157 PMT / SSI Dt. 12.05.1998
4.	From Weight & Measurement Department under Packaged Commodity Act 1977	R.C. No. F-6/3287(91) WMD / Inter/Ind. / JPR Dt. 15.07.2008
5.	From Nagar Nigam Jaipur under RPPFA Rules, 1957	Renewed upto 31.12.2010 receipt No. 9002 / 1202 dt. 24.02.2010
6.	From Chief Inspector Factory & Boilers Raj. JPR	Factory Lic No. (Sr. No. 41089) RJ/23284 dt. 29-07-1998 Renewed upto 31.03.2012
7.	From Asstt. / Joint Lab. Commissioner JPR	Contractor Lic No. JLC / CLA / R.N. 38/2001 Dt. 05.12.2001
8.	From Regional P.F. Commissioner, Jaipur	Employer Code No. RJ/9892
9.	From Regional DIR. ESIC, Jaipur	Employer Code No. 15/16086 New Employer Code No. 15000160860000099
10.	From Inspector Weight & Measurement Department	Stamping on weighing scale & Certificate No. 2150/12 dt. 14.09.2009 Valid upto 14.09.2010

**SECTION - B**

**Schedule of Assets of South Asian Petrochem Limited (SAPL) to be transferred to Dhunseri Tea & Industries Limited (DTIL) as on 1 April 2009.**

**Part - I**

(Short Description of freehold property of SAPL)

Freehold property of SAPL at various locations, including the following :

1. Residential Flat No. 1 admeasuring 2,095 square feet (super built-up area) on 1st Floor of Building known as 'Avani Niket' at 63, Sarat Banerjee Road, Kolkata - 700 026
2. All those pieces or parcels of land admeasuring 0.27 acres situated at Mouza Paranchak, J.L. No. 145, P.S. Sutahata, District Purba Midnapore, in the State of West Bengal bearing plot No. 33P.
3. Factory building, workshops, road, non-factory buildings, administrative buildings, godowns, fencing and other structures lying and / or situated at Mouza Basudebpur, JL-126, P.S. Sutahata, Haldia, District Midnapore in the State of West Bengal.
4. Residential Building lying and / or situated at Mouza Rayrayanchak, J.L. No. 161, P.S. Sutahata, District Midnapore in the State of West Bengal.

**Part - II**

(Short description of leasehold property of SAPL)

1. All those pieces or parcels of land admeasuring 35 acres at Mouza Basudebpur, JL-126, P.S. Sutahata, Haldia, District Midnapore in the State of West Bengal, short particulars whereof are as under.

Sl. No.	Plot No.	Area (Acres)
1.	174P	0.01
2.	176P	0.99
3.	177P	0.27
4.	211P	0.58
5.	212P	0.03
6.	214	0.46
7.	215P	0.29
8.	216	0.21
9.	217	0.29
10.	218	0.34
11.	219	0.4
12.	220	0.38
13.	221	0.42
14.	222	0.24
15.	223	1.04
16.	224	0.11
17.	225	0.24
18.	226	0.38
19.	227	0.28
20.	228	0.26
21.	229	0.42
22.	230	0.1
23.	231	0.17
24.	232	0.36
25.	233	0.19
26.	234	0.17
27.	235	0.22
28.	236	1.06

Sl. No.	Plot No.	Area (Acres)
50.	1260	0.12
51.	1269P	0.01
52.	1270P	0.15
53.	1273P	0.12
54.	1364P	0.11
55.	1365P	0.18
56.	1366P	0.39
57.	1367	0.06
58.	1368	0.17
59.	1369P	0.39
60.	1370P	0.02
61.	1507P	0.14
62.	3569P	0.02
63.	3570P	0.22
64.	241P	0.18
65.	249P	0.41
66.	1224P	0.06
67.	1225P	0.11
68.	1226P	0.2
69.	1227	0.32
70.	1228	0.27
71.	1229	0.4
72.	1230	0.43
73.	1231	0.52
74.	1232P	0.56
75.	1233P	0.18
76.	1234	1.83
77.	1235	0.4

Sl. No.	Plot No.	Area (Acres)
29.	237	0.53
30.	238	0.44
31.	239	0.08
32.	240	0.3
33.	1243	0.41
34.	1244	0.65
35.	1245	0.7
36.	1246	0.49
37.	1247	0.14
38.	1248	0.56
39.	1249	1.07
40.	1250	1.36
41.	1251P	0.91
42.	1252P	0.14
43.	1253P	0.32
44.	1254P	0.93
45.	1255P	0.37
46.	1256P	0.49
47.	1257	2.19
48.	1258	0.32
49.	1259P	0.26

Sl. No.	Plot No.	Area (Acres)
78.	1236	0.28
79.	1237	0.15
80.	1238P	0.65
81.	1239	0.32
82.	1240	0.17
83.	1241	0.25
84.	1242	0.41
85.	3571	0.5
86.	3572P	0.08
87.	3628	0.11
88.	3629	0.19
89.	3630P	0.17
90.	3635P	0.06
91.	3641P	0.08
92.	3642	0.1
93.	3643	0.23
94.	3644	0.23
95.	3645	0.23
96.	3646P	0.02
97.	3647P	0.18
98.	3648P	0.05
	<b>Total</b>	<b>35.00</b>

2. All those Pieces or parcels of land admeasuring 2.68 acres situated at Mouza Rayrayanchak, J.L. 161, P.S. Sutahata, District Midnapore, in the state of West Bengal, short particulars whereof are under:-

Sl. No.	Plot No.	Area (Acres)
1.	559 (F)	0.0005681
2.	558 (F)	0.5338015
3.	548 (P)	0.84474
4.	547 (P)	0.006175
5.	503 (P)	0.0007904
6.	504 (P)	0.0682214
7.	506 (P)	0.0914147
8.	507 (P)	0.0214100
9.	555 (P)	0.095994
10.	554 (P)	0.0951938
11.	551 (P)	0.0267995
12.	553 (P)	0.0113175
13.	1018 (P)	0.0139555
14.	557 (P)	0.87191
	<b>Total</b>	<b>2.6822914</b>

**Part - III**

(Short description of stocks, shares, debentures and other choses in action of SAPL)

1. Movables specified in Clause 15.2 of the Scheme are transferable to DTIL as provided therein.
2. Investments in shares and securities, including the following:

Particulars	Face Value	No. of Shares/ Securities
<b>Long Term Investments</b>		
<b>Trade, Unquoted</b>		
<b>In Subsidiary Company</b>		
Dhunseri Polycarbonate Limited	10	1,00,20,000
<b>In Others</b>		
Fully Paid up Common Stock of Tectura Corporation		2,48,845
Fully Paid up Equity Shares of Haldia Integrated Development Agency Limited	10	10,000
<b>Non Trade, Quoted</b>		
<b>Equity Shares fully paid up</b>		
Aditya Birla Nuvo Limited	10	11,850
Adlabs Films Limited	5	8,000
Alstom Projects India Limited	10	8,450
Cairn India Limited	10	51,300
Divis Laboratories Limited	10	10,000
GAIL India Limited	10	69,150
ICICI Bank Limited	10	16,500
ICRA Limited	10	6,580
Infrastructure Development Finance Corporation Limited	10	84,500
Indiabulls Real Estate Limited	2	24,700
Kotak Mahindra Bank Limited	10	19,000
Larsen & Toubro Limited	2	37,000
Mcleod Russel Limited	5	1,17,226
Mundra Port & Special Economic Zone Limited	10	33,290
Nagarjuna Fertilisers Limited	10	1,74,000
Ramkrishna Forgings Limited	10	26,093
Reliance Communications Limited	5	25,300
Reliance Industries Limited	10	22,700
Reliance Power Limited	10	21,600
Religare Enterprises Limited	10	24,500
State Bank Of India	10	6,000
Tata Chemicals Limited	10	36,500
Torrent Power Limited	10	2,41,913
Television Eighteen India Limited	5	14,700
<b>Mutual Funds</b>		
Reliance Banking Fund-Growth Plan-Growth Option	10	7,47,952.01
<b>CURRENT INVESTMENTS</b>		
<b>Non Trade, Quoted</b>		
<b>Mutual Funds :</b>		
SBI-Magnum Insta-Cash fund - Cash Option	10	23,45,370.31

## 3. Licences, approvals and registration including the following :

Sl. No.	Particulars	Reference No.	Date
1.	FIPB (A) SIA LOP for Manufacturing with Validity Extension Approval dated 28.08.08	PER:382 (1997) /EOB / 430 / 37	30.12.97
	(B) SIA Acknowledgement/Approval of receipt of our Memorandum for New PET Resin Project (210,000 TPA) at Haldia.	2513/SIA/IMO/2009	06.10.09
2.	FIPB (A) SIA Foreign Collaboration Approval From Ministry of Industry, GOI	FC/93 (97)/EOB/(430)/97	30.12.97
	(B) RBI letter dated 14.01.2000 for change of Foreign Collaborator	CA.EC.888/03.12.0262/99 - 2000	14.01.2000
	(C) RBI letter for allotment of Registration number	FCT. 98.CAG.0265	05.05.98
3.	Director of Industries A) W.B.I.S, 2004 - Registration Certificate for 200000 TPA capacity.	DI/2004/406(B)120(2)/1 999	05.02.08
	B) W.B.I.S, 1999 - Registration Certificate for 140000 TPA capacity.	DI/1999/120(B)(120(1)/1 999]	18.11.99
	C) W.B.I.S, 1999 - Capacity enhancement approval letter from 140000 to 180000 TPA capacity.	88/Incent/0033/99	27.12.05
4.	Director of Industries Certificate of Commencement of Commercial Production and Waiver of Electricity Duty under Incentive Scheme 1999.	82/Incent/0033/99	12.02.04
5.	Directorate of Electricity Certificate of Exemption from payment of Electricity Duty under Incentive Scheme 1999	DIR/DED/1116/4	24.08.04
6.	WBIDC A) Eligibility Certificate under WBIS 2004 for additional 20000 TPA Capacity Enhancement.	INC-2004/EC-244(B)	21.08.08
	B) Eligibility Certificate under WBIS 1999 for 140000 TPA capacity	INC-99(19)/EC-3(B)	24.12.99
	C) Approval Letter of Capacity Enhancement under WBIS 1999 from 140000 TPA to 180000 TPA capacity	INC-99(19)General/3804	09/12.01.06
	D) Approval Letter for additional 2 years remission of Sales Tax.	INC-99(19)/General/1956	19.09.07
7.	WBST and VAT under Incentive Scheme 1999 A) VAT Eligibility Certificate (Form No. 77)	EC(R)-08/BH/2003-04/SC	13.09.06
	B) VAT Registration Certificate (Form 3)	19413188024	25.03.08
	C) WBST Provisional Certificate (Form 7)	SC/PC/22 of 2001	28.05.01
	D) WBST Registration Certificate (Form 2)	19413188121	09.06.03
	E) WBST Eligibility Certificate (Form 24)	EC(R)-08/(BH)/2003-04/SC	15.07.03

## 3. Licences, approvals and registration including the following : (Contd.)

Sl. No.	Particulars	Reference No.	Date
8.	CST R.C. No. (Form B) Registration Certificate along with an Order Sheet for inclusion of Coal	19413188218	12.03.03
9.	Approval for Sales Tax Remission for 9 Years under Incentive scheme 1999 from Commerce & Industries Dept., Govt. of W.B.	385/C1/H/4F-17/98	31.05.2000
10.	Professional Tax Registration Certificate (Form IA).	RCS-1121065	31.03.98
11.	Professional Tax Certificate of Enrolment (Form IIA).	ECS0448079	09.05.97
12.	Central Excise (A) Registration Certificate issued by Central Excise (B) Registration Certificate issued by Assistant Commissioner of Customs (ORIGINAL of both surrendered on 31st March 2010) (C) Registration Certificate issued by Central Excise (D) Central Excise Bond for Rs.30 crores (E) Letter of Undertaking for removal of Excisable Goods	AADCS8049MXM001 AADCS8049MXM002 AADCS8049MEM003 14/R-V.Hal-II/10 06/HAL-II/10	12.03.03 19.01.04 29.03.10 31.03.10 31.03.10
13.	FSEZ NOC for EPCG dated 04.01.10 (surrendered to JDGFT for EPCG Authorization)	2(1)/S-1/2008/4289	04.01.10
14.	FSEZ Green Card No. 196 dated 30.06.03 (Surrendered on 31.03.10)	2(1)/S-1/98/1854	05.06.03
15.	FSEZ (A) Current Import-Export Code issued DGFT (B) Import-Export Code issued by FSEZ	0210000601 4001000041	09.04.10 30.05.01
16.	Customs Authority (A) EPCG License (B) EPCG Bond for Rs.20,06,26,494/-	0230004861/2/12/00 0230004861	22.01.10 05.02.10
17.	Customs (A) B-17, Bond for Rs. 66 Crore along with Acceptance dated 18.03.04 (B) License dated 18.03.04 and a Bank Guarantee dated 11.03.04 for Rs.3.30 crores	B-22/2004 35/04(100% EOU/STP)	18.03.04 18.03.04
18.	Pollution (A) Environmental Clearance received from MOEF, Govt of India for Haldia Project	Nil	24.04.2000

## 3. Licences, approvals and registration including the following : (Contd.)

Sl. No.	Particulars	Reference No.	Date
	(B) Approval for Expansion of Haldia Project from 400 TPD to 600 TPD from MOEF	J-11011/399/2006-IA-II(I)	21.08.07
	(C) Approval Letter for installation of 2 Coal Fired Heaters from MOEF	J-11011/399/2006-IA-II(I)	20.03.08
19.	Pollution WBPCB - Air & Water Pollution Approval for Operation of Plant valid till 31.05.10	1A-7/2003(Part-I)(P&P)	23.07.08
20.	Pollution WBPCB - Approval regarding Extension of Capacity from 400 TPD to 600 TPD	536-2N-180/2005	18.12.07
21.	Pollution WBPCB - Approval for Extension for Hazardous Handling up to 31.12.13	111/2S(HW)-1647/2003	06.07.09
22.	Pollution WBPCB - Approval for installation of 2 Nos. Coal-fired Heaters	039-1A-72/2007(P&P)	15.04.08
23.	Pollution WBPCB - Approval for Project Setting received from WBPCB with amendment dated 03.01.02 extending the validity up to 31.12.03	1128-053/WPB-NOC/97-98	17.08.98
24.	Pollution (A) Environmental Clearance for CPP by Ministry of Environment, Govt. of W.B (B) Consent to Establish (NOC) for 8 MW CPP at Haldia - NOC No. 73039	EN/1112/T-II-I/116/2008 341-2N-180/2005(E)	12.04.10 14.05.10
25.	ORACLE Support Service Agreement	1658688	19.03.10
26.	(A) ORACLE Service Agreement (B) Changed Over to PWC from January 2009	IN-10806430-OSA SAPL/PWC/09-10/01	29.07.05 21.12.09
27.	7 (Seven) License Authorization Certificates of Microsoft Open License Agreement	42145692	21.01.07
28.	ORACLE - License for Application issued by Price Water House Coopers (P) Ltd.	5924/2003	28.03.03
29.	Export Promotion Council Certificate of Membership under Export Promotion Council issued by FSEZ for 2009-10	021350350100	01.04.04
30.	Plastic Export Promotion Council Membership & Registration Certificate under The Plastics Export Promotion Council	PLEPC/CAL/S-141/2008 Valid upto 31.03.13	15.04.08
31.	Confederation of Export Units - Membership Certificate under Confederation of Export Units	CEU/M/Ship-4/2004	16.06.04
32.	Income Tax -TAN	S-7606-E(F)/CAL	21.03.97
33.	Identification No. CAJAZ20100167 issued by RBI for EGYPT Joint Venture.	CAJAZ20100167	29.03.10

## 3. Licences, approvals and registration including the following : (Contd.)

Sl. No.	Particulars	Reference No.	Date
34.	Factory Registration Certificate	3-MD(E)/X/03	14.05.03
35.	Factory License	15382- valid upto 2010	18.06.04
36.	Fire Dept., Govt. of West Bengal License for storing PET Granules (15000 MT), Heavy Fuel Oil (2115 KL), HSD (17 KL), PTA (17000 MT), MEG (6000 MT), DEG (30 MT), HCL (14 KL), NaOH (11 KL) and Coal (4000 MT).	S/138/01	24.06.09
37.	Explosive License for storing of Liquid Nitrogen and Flammable/Corrosive/Toxic Gases.	S/HO/WB/03/144/S5281 -Valid upto 31.3.2013	17.02.03
38.	(A) Explosives Licence for import and storage facility of Petroleum Class 'C' issued by Chief Controller of Explosives.	P/HQ/WB/15/2389(P19681) -Valid upto 31.12.2010	19.12.02
	(B) Explosives Licence for import and storage facility of Petroleum Class 'B' and 'C' issued by Chief Controller of Explosives.	P/HQ/WB/15/2390(P19680) -Valid upto 31.12.2011	14.01.03
39.	ESI		
	(A) ESI Code No.(Haldia) (B) ESI Sub-Code No. (Regd. Office)	41-5971-90 41-5971A-90	11.12.03 07.02.07
40.	Provident Fund Certificate of Registration	RENF/SPL/WB/CA/ 35000/CC-II/1322	14.08.01
41.	Trade Mark Registration Certificate (INLAND)	1074534	18.01.02
42.	Trade Mark Registration Certificate (EU)	005749072	04.07.08
43.	Trading House Certificate valid till March 2013	C-0602	09.02.09
44.	ISO 9001 2000 Certificate for manufacture & sale of PET Resin in International and Domestic Markets issued by TUV NORD	44 100 074052-E3	07.03.07
45.	(A) ISO 14001 : 2004 Certificate for Environmental Management System issued by TUV NORD.	44-104-084052-E3	05.08.08
	(B) BS OHSAS 18001: 2007 Certificate for Management System issued by TUV NORD	44-116-080928	05.08.08
46.	Certificate of Service Tax Registration for		
	(1) Transport of Goods by Road	AADCS8049MST002	05.09.06
	(2) Input Service Distribution	946/ISD/ SB -03/R- II/Kol/05-06	23.08.05
(3) Business Auxiliary Services/Clearing & Forwarding Agency/ Maintenance or Repair Service	AADCS8049MST001	31.07.07	
47.	Certificate of Registration for running of 3 (three) DG Sets for captive Power supply	17-203	19.02.03

3. Licences, approvals and registration including the following : (Contd.)

Sl. No.	Particulars	Reference No.	Date
48.	Calcutta Municipal Corporation Trade License.	4070 0000 0811	Nil
49.	Haldia Municipal Corporation Trade License for 2009-10	License No. 222 and Regn. No. 1352	09.04.09
50.	(A) Shop & Establishment Registration Certificate for H.O. (B) Shop & Establishment Registration of Mumbai Office from 2006 to 2010	C/Bhow/P11/32854/D/2903 (Valid up to 28.01.13) 760082393/Commercial-II	29.01.04 19.01.09

**SECTION - C**

Schedule of Assets of Dhunseri Polycarbonate Limited (DPL) to be transferred to Dhunseri Tea & industries Limited (DTIL) as on 1 April 2009

**Part - I**

(Short Description of freehold property of DPL)

Nil

**Part - II**

(Short description of leasehold property of DPL)

Nil

**Part - III**

(Short description of stocks, shares, debentures and other choses in action of DPL)

Nil

Sd/-Illegible  
24.06.2010  
for Registrar

C. P. No. 85 of 2010  
connected with  
D. A. No. 56 of 2010

Recd. a Copy  
Swapna Roy  
For Khaitan & Co. 25.6.10  
Advocate.

IN THE HIGH COURT AT CALCUTTA  
Original Jurisdiction

In the Matter of Companies Act, 1956  
and

In the Matter of  
Dhruv Tea & Industries Limited & Ors.

Received a copy  
B. Mukherjee  
for S.S. Sarkar.  
Addl. Govt. Advocate.

Order

- i) Date of application on for Copy. 26.5.10
  - ii) Date of notifying the charges. 25-6-10
  - iii) Date of putting in the charges. 25-6-10
  - iv) Date on which the copy is ready for delivery. 25-6-10
  - v) Date of Making over the copy to the applicant. 25-6-10
- of the 6<sup>th</sup> day of May 2010  
Filed this 25<sup>th</sup> day of June 2010

17

*[Signature]*  
Superintendent,  
Company Matters Department.

*[Signature]*  
Superintendent,  
Copyists' Department  
High Court, O.S.

*[Signature]*  
Khaitan & Co.

Attorney.

Company Petition No.575 of 2014  
Connected With  
Company Application No.329 of 2014  
**IN THE HIGH COURT AT CALCUTTA**  
Original Jurisdiction

The Hon'ble Mr. Justice Biswanath Somadder

President of the Union of India

**In the Matter of:**

The Companies Act, 1956.

And

**In the Matter of:**

An application under Sections 391(2) and 394 read with Section 100 of the said Act.

And

**In the Matter of:**

Dhunseri Petrochem & Tea Limited, an existing Company within the meaning of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 within the aforesaid jurisdiction.

And

Dhunseri Tea & Industries Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 within the aforesaid jurisdiction.

And

Dhunseri Infrastructure Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 within the aforesaid jurisdiction.

1. Dhunseri Petrochem & Tea Limited
2. Dhunseri Tea & Industries Limited
3. Dhunseri Infrastructure Limited

..... Petitioners

The above petition coming on for hearing on this day upon reading the said petition the order dated fourteenth day of May in the year two thousand fourteen whereby the above named petitioner company no. 1 Dhunseri Petrochem & Tea Limited (hereinafter referred to as the said DPTL) was ordered to convene meeting of its equity shareholders for the purpose of considering and, if thought fit, approving, with or without modification, the scheme of arrangement proposed to be made between the said DPTL and the abovenamed petitioner company no. 2 Dhunseri Tea & Industries Limited (hereinafter referred to as the said DTIL) and the above named petitioner company no. 3 Dhunseri Infrastructure Limited (hereinafter referred to as the said DIL) and their respective shareholders And by the said order dated fourteenth day of May in the year two thousand fourteen convening of meetings of the equity shareholders of the said DTIL and the said DIL were dispensed with in view of the written consent given by all the equity shareholders of the said DTIL & DIL in respect of the said scheme of arrangement And annexed to the joint affidavit of K.V. Balan and K. K. Tibrewalla filed on eighth day of May in the year two thousand fourteen, the "Business Standard" and the "Aajkal" both dated twenty third day of May in the year two thousand fourteen each containing the advertisement of the notices convening the said meeting directed to be held by the said order dated fourteenth day of May in the year two thousand fourteen, the affidavit of K.V.Balan affirmed on ninth day of June in the year two thousand fourteen showing the publications and despatch of the said notices convening the said meeting, the reports of the chairperson of the said meeting dated twentieth day of June in the year two thousand fourteen as to the result of the said meetings and upon reading on the part of the said petitioner companies an affidavit of Ranajit Naskar filed on fourteenth day of July in the year two thousand fourteen and the exhibits therein referred to and another joint affidavit of K.V.Balan and Kailash Kumar Tibrewalla filed on fourth day of August in the year two thousand fourteen and upon reading on the part of the

Central Government an affidavit of Shri Narendra Kumar Bhola, Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata, filed on seventh day of August in the year two thousand fourteen And upon reading the order made herein and dated twenty sixth day of June in the year two thousand fourteen And upon hearing Mr. R. Banerjee, Senior Advocate (Mr. D. N. Sharma, Mr. A. Agarwala, Ms. R. Saha, Advocates appearing with him) for the said petitioner companies and Mr. K. Saha, Advocate for the Central Government and it appearing from the said report of the chairperson that the proposed scheme of arrangement has been by the requisite majority of the equity shareholders of the said DPTL in accordance with law and in the objection raised by the Central Government in paragraphs 2(a) of its affidavits it is stated that the authorized share capital of the Company can be increased only after complying with the relevant provisions of the Companies Act, 2013 and filing of requisite forms and payment of requisite fee to the office of Registration of Companies and the share capital clause of the Memorandum of Association (MOA) of the company can be altered only after complying with the relevant provisions of the companies Act 2013 by filing requisite e-forms (MGT-14) with the office of the Registrar of the Companies by enclosing a copy of amended MOA and therefore direction was sought for amendment to be carried out by the said petitioner companies in the clause 10.6 of Part II and clause 20.3 of Part III of the said scheme by inserting a sentence "subject to compliance of the requirement of the relevant provisions of the companies Act 2013" in the last line of the said paragraphs of the said scheme and in paragraph 2(C) of the said affidavit of the Central Government it is stated that the name of the Company can be changed only after complying with the provisions of section 13(L) of the Companies Act, 2013 and filing of requisite forms and fees with the office of the Registrar of Companies, West Bengal Kolkata, since it is in the domain of ROC and therefore direction was also sought for another amendment to be carried out by the said petitioner companies in clause 10.6 of Part II and Clause 28 of Part IV of the said scheme by inserting a sentence "subject to compliance of the requirement of the relevant provisions of the Companies Act 2013" in the last line of the said paragraph of the said scheme and the court is of the view that no amendment of the scheme is required but forms for recording such increase of authorized share capital of DTIL and DIL and change of name of DPTL to "Dhunseri Petrochem Limited" in terms of the scheme in the Registration of Companies are to be filed by the Companies to the extent required along with the filing fees consequent to sanction of the scheme And the Learned counsel for the said petitioner companies submits that the said petitioner companies will comply with the same after the said scheme is approved by this Hon'ble Court And in paragraph 2(b) of the said affidavit filed by the Central Government a direction for amendment was sought for in clause 12 of Part II and 21 of Part III of said scheme clearly stating in detail about accounting treatment of assets and liabilities in the books of the said petitioner companies but the learned counsel for the said petitioner companies submits that the said scheme itself provides for the same And in paragraph 2(d) of the said affidavit of the Central Government it was prayed that the said DPTL be directed to satisfy the existing charges of the demerged entity relating to demerged understanding by filing Form No. CHG-4 in the office of the Registrar of Companies, West Bengal and it is also prayed that the said DTIL and the said DIL be directed to create new charges by filing Form No. CHG-1 in this matter with the Registrar of Companies, West Bengal and in response of the same the Learned Counsel for the said petitioner companies submits that the same can be taken care of in Form No INC-28 to be filed up by the said companies And in view of the aforesaid;

This Hon'ble Court doth hereby sanction the proposed scheme of arrangement set forth in annexure A of the petition herein and specified in the Schedule A hereto and doth hereby declare the same to be binding with effect from first day of April in the year two thousand Fourteen (thereinafter referred to as the said appointed date) on the said DPTL, DTIL and DIL and their respective shareholders and all concerned.

This Court doth Order :-

1. That all the property, rights and powers of the said DPTL relating to the Tea Division including those specified in the first, second and third parts of the Schedule B hereto but excluding those specified in clause 4.2 of Part II of the said scheme be transferred from the said appointed date without further act or deed to the said DTIL and according the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and vest in the said DTIL for all estate and interest of the said DPTL therein but subject nevertheless to all charges now affecting the same as provided in the said scheme; and
2. That all the debts, liabilities, duties and obligations of the said DPTL relating to the said tea division be transferred from the said appointed date without further act or deed to the said DTIL and accordingly the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and become the debts, liabilities, duties and obligations of the said DTIL; and
3. That all proceedings and/or suits and/or appeals now pending by or against the said DPTL in respect of the Tea Division shall be continued by or against the said DTIL as provided in the said scheme; and

(3)

4. That all property, rights and powers of the said DPTL relating to the IT SEZ division including those described in the schedule of assets herein but excluding those specified in clause 14.2 of Part III of the said scheme be transferred from the said appointed date, without further act or deed to the said DIL and accordingly the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and vest in the said DIL for all the estate and interest of the said DPTL therein but subject nevertheless to charges affecting the same, as provided in the scheme; and
5. That all the debts, liabilities, duties, and obligations of the said DPTL relating to the IT SEZ Division be transferred from the said appointed date without further act or deed to DIL and accordingly the same shall pursuant to section 394(2) of the Companies Act 1956 be transferred to and become the debts, liabilities, duties and obligations of DIL; and
6. That all proceedings and/or suit and/or appeals pending by or against the said DPTL in respect of IT SEZ Division be continued by or against the said DIL as provided in the said scheme; and
7. That leave be and the same is hereby granted to the said petitioner companies to file the schedule of assets as stated in paragraph 22 of the petition within a period of three weeks from the date hereof; and
8. That the said DPTL, DTIL and DIL do within a period of thirty days from the date hereof cause the certified copy to be delivered to the Registrar of Companies, West Bengal for registration; and
9. That the said DTIL shall issue and allot to the shareholders of the said DPTL, the shares in the said DTIL to which they are entitled in terms of the clause 10 of the said scheme; and
10. That the said DIL shall issue and allot to the said DPTL, the shares in the said DIL to which the DPTL is entitled in terms of clause 20 of the said scheme; and
11. That in the event the said petitioner companies supply a legible computerised print out of the scheme and the schedule of assets in acceptable form to the department, the concerned department will append such computerized print out, upon verification to the clarified copy of this order without insisting on a hand written copy thereof; and
12. That forms for recording increase of Authorised share capital of DTIL and DIL and change of name of DPTL to "Dhunseri Petrachem Limited" in terms of the scheme in the Registrar of Companies shall be filed by the companies to the extent required along with the filing fees consequent to sanction of the scheme.
13. That the said petitioner companies do pay to the Central Government its costs of and incidental to this application assessed at two hundred Gold Mohurs; and
14. That the Company Petition No. 575 of 2014 be and the same is hereby disposed of with the aforesaid directions.

Witness Mrs. Manjula Chellur, Chief Justice at Calcutta aforesaid the seventh day of August in the year two thousand fourteen.

Khaitan & Co. – Advocates

S. S. Sarkar – Advocate

N.B. : Order dated eighteenth day of August in the year two thousand fourteen passed by the Hon'ble Justice J.P. Mukerji passed in CP. 575/2014 has been acted upon this order.

Sd/- Illegible  
25/08/14  
for Registrar

Schedule "A" above referred to

**SCHEME OF ARRANGEMENT  
BETWEEN**

**DHUNSERI PETROCHEM & TEA LIMITED  
AND  
DHUNSERI TEA & INDUSTRIES LIMITED  
AND  
DHUNSERI INFRASTRUCTURE LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS**

**FOR**

**DEMERGER OF TEA DIVISION AND REORGANISATION OF IT  
SEZ DIVISION OF DHUNSERI PETROCHEM & TEA LIMITED**

**PART - I**  
(Preliminary)

**1. Definitions:**

In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:

- i. "**Act**" means the Companies Act, 1956 or the Companies Act, 2013 as in force from time to time. As on the date of approval of this Scheme by the Boards of Directors of DPTL, DTIL and DIL, Sections 391 and 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956, unless stated otherwise. Upon such provisions of the Companies Act, 1956 standing re-enacted by enforcement of provisions of the Companies Act, 2013, such references shall, unless a different intention appears, be construed as references to the provisions so re-enacted;
- ii. "**DPTL**" means Dhunseri Petrochem & Tea Limited, an existing Company within the meaning of the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- iii. "**DTIL**" means Dhunseri Tea & Industries Limited (formerly 'Dhunseri Services Limited'), a Company incorporated under the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
- iv. "**DIL**" means Dhunseri Infrastructure Limited (formerly 'Dhanurveda Infrastructure Private Limited'), a Company incorporated under the Act and having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.

- v. **"Appointed Date"** means the 1st day of April, 2014.
- vi. **"Tea Division"** means the entire undertaking of DPTL constituted in the business of cultivation, production and marketing of tea and all properties, assets, rights and powers and all debts, liabilities, duties and obligations of DPTL comprised in and/or pertaining to the said Tea Division including:
- (a) all properties and assets, moveable and immovable, freehold and leasehold, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Appointed Date relating to the Tea Division, including all lands comprised in the tea estates in the States of Assam, tea bushes and seedlings, nurseries, clones and other crops and trees whatsoever growing or standing thereon, all other lands, buildings, commercial and residential flats and offices, plant and machinery, electrical installations, vehicles, equipment, furniture, computers, investments, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of DPTL in relation to the Tea Division, leases, tenancies and agency of DPTL pertaining to the Tea Division, and all other interests or rights in or arising out of or relating to the Tea Division together with all respective powers, interests, charges, privileges, benefits, entitlements, industrial and other licenses, registrations, quotas, patents, copyrights, trademarks, brand names, liberties, easements and advantages, subsidies, grants, taxes, tax credits (including but not limited to credits in respect of sales tax, value added tax, turnover tax, excise duty, service tax, and other indirect taxes), deferred tax benefits and other benefits appertaining to the Tea Division and/or to which DPTL is entitled to in respect of the Tea Division of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the Tea Division;
  - (b) all debts, liabilities, duties and obligations of DPTL in relation to the Tea Division as appearing in the books of account of DPTL as on the Appointed Date, including liabilities on account of secured loans, unsecured loans and sundry creditors and bonus, gratuity and other employee benefits pertaining to the Tea Division; and
  - (c) all permanent employees of DPTL engaged in or in relation to the Tea Division as on the Effective Date.
- vii. **"IT SEZ Division"** means the entire undertaking of DPTL constituted in the business of providing infrastructure facilities in the Information Technology/ Information Technology Enabled Services (IT/ITES) Special Economic Zone at Bantala in 24 Parganas (South), West Bengal and all properties, assets, rights and powers and all debts, liabilities, duties and obligations of DPTL comprised in and/or pertaining to the said IT SEZ Division including:

- (a) all properties and assets, moveable and immoveable, freehold and leasehold, real and personal, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situate, as on the Appointed Date relating to the IT SEZ Division, including all lands at Bantala in the State of West Bengal, buildings, commercial and residential flats and offices, plant and machinery, electrical installations, vehicles, equipment, furniture, computers, investments, sundry debtors, inventories, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of DPTL in relation to the IT SEZ Division, leases, tenancies and agency of DPTL pertaining to the IT SEZ Division, and all other interests or rights in or arising out of or relating to the IT SEZ Division together with all respective powers, interests, charges, privileges, benefits, entitlements, industrial and other licenses, registrations, quotas, patents, copyrights, trademarks, brand names, liberties, easements and advantages, subsidies, grants, taxes, tax credits (including but not limited to credits in respect of sales tax, value added tax, turnover tax, excise duty, service tax, and other indirect taxes), deferred tax benefits and other benefits appertaining to the IT SEZ Division and/or to which DPTL is entitled to in respect of the IT SEZ Division of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements and all respective books, papers, documents and records relating to the IT SEZ Division;
- (b) all debts, liabilities, duties and obligations of DPTL in relation to the IT SEZ Division as appearing in the books of account of DPTL as on the Appointed Date, including liabilities on account of secured loans, unsecured loans and sundry creditors and bonus, gratuity and other employee benefits pertaining to the IT SEZ Division; and
- (c) all permanent employees of DPTL engaged in or in relation to the IT SEZ Division as on the Effective Date.
- viii. **"Effective Date"** means the date or last of the dates on which certified copies of the order sanctioning this Scheme are filed by DPTL, DTIL and DIL with the Registrar of Companies.
- ix. **"Scheme"** means this Scheme of Arrangement under Sections 391 to 394 of the Act in the present form or with such modification(s) as sanctioned by the Hon'ble High Court at Calcutta.
- x. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

## 2. Share Capital:

The Authorised, Issued, Subscribed and Paid-up Share Capital of DPTL, DTIL and DIL is as under:

### i. DPTL

<u>Authorised Share Capital:</u>	<u>(Rs.)</u>
35,12,20,000 Equity Shares of Rs.10/- each	351,22,00,000/-
<u>Issued, Subscribed and Paid up Share Capital:</u>	
3,50,24,754 Equity Shares of Rs.10/- each fully paid up	35,02,47,540/-
Add Amount paid up on forfeited Equity Shares	81,000/-
	<hr style="border-top: 1px dashed black;"/> <b>35,03,28,540/-</b> <hr style="border-top: 1px dashed black;"/>

### ii. DTIL

<u>Authorised Share Capital:</u>	<u>(Rs.)</u>
50,000 Equity Shares of Rs.10/- each	5,00,000/-
<u>Issued, Subscribed and Paid up Share Capital:</u>	
50,000 Equity Shares of Rs.10/- each fully paid up	5,00,000/-

### iii. DIL

<u>Authorised Share Capital:</u>	<u>(Rs.)</u>
50,000 Equity Shares of Rs.10/- each	5,00,000/-
<u>Issued, Subscribed and Paid up Share Capital:</u>	
50,000 Equity Shares of Rs.10/- each fully paid up	5,00,000/-

## 3. Objects and Reasons:

- i. DPTL is a well established concern presently carrying on and having interests in various lines of business directly and through its subsidiaries. DPTL's first business was cultivation and production of tea at its tea estates in the State of Assam. Later, DPTL acquired the Bottle Grade PET Resin business of South Asian Petrochem Limited at Haldia in the State of West Bengal in terms of a Scheme of Arrangement with effect from 1<sup>st</sup> April, 2009. This acquisition marked the first major diversification for DPTL in terms of nature of business and interests.
- ii. The businesses and interests of DPTL have since evolved in more ways than one. At the time of acquisition of the petrochemicals business, the size and reach of the tea business of DPTL and such petrochemicals business were relatively small and manageable in one entity. The businesses and interests of DPTL have since grown from strength to strength pursuant to acquisitions and capacity expansion projects.

- iii. The tea business of DPTL was well established in India with premium gardens in the State of Assam and two strong brands, 'Lal Ghora' and 'Kala Ghora'. With effect from 31 August 2012, DPTL acquired through its Singapore subsidiary, namely Dhunseri Petrochem & Tea Pte Limited, controlling interest in Makandi Tea and Coffee Estates Limited and Kawalazi Estate Company Limited, two companies having large tea plantations in Malawi in South Africa with a combined capacity of production of 94 Lakhs kgs of bulk tea. The said acquisition as also internal growth has resulted in considerable scaling up of the size and reach of the consolidated tea business of DPTL. As compared to a total production of 98.58 lakh kgs of bulk tea and gross turnover of Rs.10,584 Lakhs in the financial year 2008-2009, the said business of DPTL had a total production of 153.56 lakh kgs of bulk tea and gross turnover of Rs.20,785 Lakhs in the period of nine months ended on 31st December 2013. The total production and gross turnover of the said business in the current financial year 2013-2014 is expected to be in excess of 190 lakh kgs of bulk tea and Rs.26,500 Lakhs respectively.
- iv. There has been a considerable scaling up of the size and reach of the petrochemicals business as well since 2009. The said business had a capacity of 2,00,000 metric tonnes (MT) of PET Resin in 2009 in its plant in Haldia. An additional capacity of 2,10,000 MT per annum was installed and commissioned in the plant at Haldia with effect from 15 November 2012. Further, between July 2010 and March 2012 DPTL also acquired for a total cost of USD 33.6 Million, 3,36,000 Equity Shares of USD 100 each constituting 70% of the total equity capital of Egyptian Indian Polyester Company S.A.E. ("EIPET"), a company which has undertaken a greenfield plant in Egypt for production of 4,20,000 MT per annum of PET Resin. DPTL has invested a further sum of USD 6.3 Million towards additional Share Capital of EIPET. Production commenced in Line-1 of the said plant recently. EIPET has also achieved mechanical completion of Line-2 of the said plant and the same is expected to commence production shortly. As compared to a total production of 1,92,655 MT of PET Resin and gross turnover of Rs.1,16,011 Lakhs in the financial year 2008-2009, the said business of DPTL had a total production of 3,09,026 MT of PET Resin and gross turnover of Rs.2,81,849 Lakhs in the period of nine months ended on 31<sup>st</sup> December 2013. The total production and gross turnover of the consolidated petrochemicals business of DPTL in the financial year 2014-2015 is expected to be in excess of 7,53,000 MT of Pet Resin and Rs. 7,22,000 Lakhs respectively.
- v. DPTL has also undertaken the business of providing infrastructure facilities in an area of 1,226 hectares in the IT/ITES Special Economic Zone (SEZ) at Bantala in 24 Parganas (South), West Bengal as a Co-Developer within the meaning of the Special Economic Zones Act, 2005. The first phase of the project for construction of 3,70,000 square feet built up area is under implementation. In the second phase another 3,80,000 square feet of built up area is proposed to be added jointly with other Co-Developers.
- vi. The present day nature and size of the aforesaid three businesses of DPTL are such that the divergent considerations, factors, financials, risks and rewards applicable to the running, growth and development of such businesses are required to be addressed with greater focus at all levels. Such divergent nature of the said businesses are also such that they are required to be evaluated and looked at separately. At present any prospective investor, strategic partner or other stakeholder interested in investing in equity capital or participating and taking a stake in any other form in any one business has to look at and pay for the other businesses as well since the businesses are largely held in or through one company, i.e DPTL. The said businesses have good potential for funding, running, growth and development thereof as independent businesses.

- vii. In view, inter alia, of the aforesaid and as part of an overall business reorganisation plan and in order to take the respective businesses to the next level of growth it is necessary to segregate and realign the businesses and interests of DPTL appropriately. In the circumstances it is considered desirable and expedient to reconstruct DPTL by (i) demerging the Tea Division, including investments in subsidiaries relating to the same, to DTIL in consideration of issue and allotment of shares by DTIL to the shareholders of DPTL and (ii) reorganising the IT SEZ Division by transferring the same to DIL in consideration of issue and allotment of shares and payment in cash by DIL to DPTL itself in the manner and on the terms and conditions stated in this Scheme of Arrangement.
- viii. The arrangement will simplify and rationalise the holding structure of various businesses and interests of DPTL and result in creation of three more focussed entities, i.e. (a) DPTL having interests primarily in petrochemicals business, (b) DTIL having interests primarily in tea business and (c) DIL having interests primarily in the IT SEZ business. Consequent to the arrangement, the said businesses will be capable of independent evaluation. The same will unlock shareholders value and enable independent funding of the said businesses as also suitable strategic, technological and/or financial alliance and participation of appropriate partners and stakeholders in such businesses.
- ix. The arrangement will enable the petrochemicals, tea and IT SEZ businesses to be held, carried on and monitored by DPTL, DTIL and DIL respectively with independent management and administrative set-up and greater focus, attention and specialisation. The Scheme will facilitate the business considerations and factors peculiar to the respective businesses to be addressed more effectively and adequately by the respective Companies.
- x. The arrangement will enable the said businesses to be carried on more conveniently and advantageously and will unlock the capacity of each of the businesses to raise and access larger funds for running, growth and expansion thereof on the basis of their individual strengths and operating parameters and independent evaluation.
- xi. The arrangement will assist in the potential of the respective businesses being realized more fully and will have beneficial results for the said Companies, their shareholders and all concerned. The Scheme is proposed accordingly.

## **PART – II**

### (Demerger of Tea Division)

#### **4. Transfer of Tea Division of DPTL:**

- 4.1 With effect from the Appointed Date, the Tea Division of DPTL shall stand demerged to DTIL. Accordingly, the Tea Division of DPTL shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to and vested in DTIL, as a going concern with effect from the Appointed Date for all the estate and interest of DPTL therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.
- 4.2 It is expressly provided that in respect of such of the said assets of the said Tea Division as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by DPTL and shall become the property of DTIL accordingly as an integral part of the Tea Division transferred to DTIL, without requiring any deed or instrument of conveyance for the same.

- 4.3 In respect of such of the assets of the Tea Division other than those referred to in Clause 4.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in DTIL pursuant to an order passed under the provisions of Section 394 of the Act.
- 4.4 All debts, liabilities, duties and obligations of DPTL relating to the Tea Division as on the close of business on the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of DPTL relating to the Tea Division which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed Date shall also be transferred to DTIL, without any further act or deed, pursuant to an order passed under the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of DTIL.
- 4.5 The transfer and vesting of the Tea Division of DPTL, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the relative assets of DPTL or part thereof on or over which they are subsisting on transfer to and vesting of such assets in DTIL and no such charges, mortgages, and/ or encumbrances shall extend over or apply to any other asset(s) of DTIL. Any reference in any security documents or arrangements (to which DPTL is a party) to any assets of DPTL shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of DTIL. Similarly, DTIL shall not be required to create any additional security over assets of Tea Division of DPTL acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of DTIL shall not extend or be deemed to extend or apply to the assets so acquired by DTIL.
- 4.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by DPTL for the operations of the Tea Division and/or to which DPTL is entitled to in relation to the Tea Division in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in DTIL, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of DTIL. Since the Tea Division will be transferred to and vested in DTIL as a going concern without any break or interruption in the operation thereof, DTIL shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the Tea Division on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which DPTL is entitled in relation to the Tea Division in terms of the various Statutes and / or Schemes of Union and State Governments shall be available to and vest in DTIL upon this Scheme becoming effective.

**5. Legal Proceedings:**

All legal or other proceedings by or against DPTL and relating to the Tea Division of DPTL shall be continued and enforced by or against DTIL only. If proceedings are taken against DPTL, DPTL will defend on notice or as per advice of DTIL at the costs of DTIL and DTIL will indemnify and keep indemnified DPTL from and against all liabilities, obligations, actions, claims and demands in respect thereof.

**6. Contracts and Deeds:**

- 6.1 Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements, engagements and other instruments of whatsoever nature relating to the Tea Division to which DPTL is a party or to the benefit of which DPTL may be eligible, and which have not lapsed and are subsisting on the Effective Date shall remain in full force and effect against or in favour of DTIL as the case may be, and may be enforced by or against DTIL as fully and effectually as if, instead of DPTL, DTIL had been a party thereto.
- 6.2 DPTL and/or DTIL shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause.

**7. Saving of Concluded Transactions:**

The transfer and vesting of the properties and liabilities of the Tea Division under Clause 4 above, the continuance of the proceedings by or against DTIL under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above shall not affect any transaction or proceeding relating to the Tea Division already completed by DPTL on or before the Effective Date to the end and intent that DTIL accepts all acts, deeds and things relating to the Tea Division done and executed by and/or on behalf of DPTL as acts, deeds and things done and executed by and on behalf of DTIL.

**8. Employees:**

On and from the Effective Date:

- 8.1 DTIL undertakes to engage all the employees of DPTL engaged in the Tea Division on the Effective Date on the same terms and conditions on which they are engaged by DPTL without treating it as a break, discontinuance or interruption of service on the said date as a result of the transfer of the Tea Division to DTIL.
- 8.2 Accordingly, the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes, including for the purpose of payment of any retrenchment compensation and other terminal benefits, will be reckoned from the date of their respective appointments with DPTL.
- 8.3 The accumulated balances, if any, standing to the credit of the employees of the Tea Division in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds of which they are members will be transferred to such Provident Fund, Gratuity Fund, Superannuation Fund and other funds nominated by DTIL and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by DTIL. Pending the transfer as aforesaid, the dues of the employees of the Tea Division relating to the said funds would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds respectively.

**9. Business in trust for DTIL:**

With effect from the Appointed Date and upto and including the Effective Date:

- 9.1 DPTL undertakes to carry on the business of the Tea Division in the ordinary course of business and DPTL shall be deemed to have carried on and to be carrying on all business and activities relating to the Tea Division for and on account of and in trust for DTIL.

9.2 All profits accruing to DPTL (including taxes paid thereon) or losses arising or incurred by DPTL in relation to the Tea Division for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits (including taxes paid) or losses, as the case may be of DTIL.

9.3 DPTL shall be deemed to have held and stood possessed of the properties to be transferred to DTIL for and on account of and in trust for DTIL and, accordingly, DPTL shall not (without the prior written consent of DTIL) alienate, charge or otherwise deal with or dispose of the Tea Division or any part thereof except in the usual course of business.

**10. Consideration | Issue of Shares by DTIL:**

10.1 Upon the Scheme coming into effect and without further application, act or deed, DTIL shall, in consideration of the demerger and transfer of the Tea Division, issue and allot to the members of DPTL holding fully paid up Equity Shares in DPTL and whose names appear in the Register of Members of DPTL on such date ("Record Date") as the Board of Directors of DPTL shall determine in consultation with DTIL, Equity Shares of Rs.10/- each in DTIL, credited as fully paid up with rights attached thereto as hereinafter mentioned in the following entitlement ratio:

1 Equity Share(s) of Rs.10/- each in DTIL credited as fully paid up for every 5 Equity Share(s) of Rs.10/- each fully paid-up held by them in the capital of DPTL.

10.2 All the Equity Shares to be issued and allotted by DTIL to the Equity Shareholders of DPTL under this Scheme shall rank pari passu in all respects with the existing Equity Shares of DTIL. Further such Equity Shares shall pursuant to circular issued by the Securities Exchange Board of India (SEBI) on 4 February 2013 bearing No.CIR/CFD/DIL/05/2013 and subject to compliance with requisite formalities be listed and/or admitted to trading on the relevant stock exchange(s) where the existing Equity Shares of DPTL are listed and/or admitted to trading.

10.3 No fractional shares shall be issued by DTIL in respect of the fractional entitlements, if any, to which the members of DPTL may be entitled on issue and allotment of Equity Shares in DTIL as above. The Board of Directors of DTIL or a committee thereof shall consolidate all such fractional entitlements, and issue and allot the Equity Shares in lieu thereof to a Director and / or Officer(s) of DTIL on the express understanding that such Director and / or Officer(s) to whom such new Equity Shares are allotted shall sell the same in the market and pay to DTIL the net sale proceeds thereof, whereupon DTIL shall distribute such net sale proceeds to the members of DPTL in proportion to their fractional entitlements.

10.4 In respect of the shareholding of the members in DPTL held in the dematerialised form, the Equity Shares in DTIL shall, subject to applicable regulations, also be issued to them in the dematerialised form pursuant to clause 10.1 above with such shares being credited to the existing depository accounts of the members of DPTL entitled thereto, as per records maintained by the National Securities Depository Limited and / or Central Depository Services (India) Limited on the Record Date for Demerger Shares.

10.5 In respect of the shareholding of the members in DPTL held in the certificate form, the Equity Shares in DTIL shall be issued to such members in certificate form. Members of DPTL desirous of receiving the new shares in DTIL in dematerialised form should have their shareholding in DPTL dematerialised on or before the Record Date for Demerger Shares.

- 10.6 Upon the Scheme becoming effective, the Authorised Share Capital of DTIL shall be increased to Rs.7,50,00,000 divided into 75,00,000 Equity Shares of Rs.10/- each and Clause V of the Memorandum of Association of DTIL shall be altered accordingly.
- 10.7 DTIL shall, if and to the extent required, apply for and obtain the requisite consent or approval of the Government of India and the Reserve Bank of India and other Appropriate Authorities concerned for the issue and allotment of Equity Shares in DTIL in terms hereof to the non-resident members of DPTL.
- 10.8 The Equity Shares in DTIL allotted pursuant to the Scheme shall remain frozen in the depositories system till listing/trading permission is given by the designated stock exchange.
- 10.9 Apart from cancellation of existing Equity Shares of DTIL in terms of clause 11 herein, there shall be no change in the shareholding pattern or control in DTIL between the Record Date and the listing which may affect the status of the approval of the stock exchanges to this Scheme.

**11. Cancellation of Existing Shares of DTIL:**

All existing shares of DTIL, i.e. 50,000 Equity Shares of Rs.10/- each shall stand cancelled, without any further act or deed, upon the new Equity Shares being issued by DTIL to the shareholders of DPTL as on the Record Date in terms of clause 10.1 of this Scheme and until such cancellation shall continue to be held by DPTL.

**12. Accounting:**

- 12.1 The assets and liabilities of the Tea Division shall be transferred to DTIL and incorporated in the books of account of DTIL at their values as appearing in the books of account of DPTL as on the Appointed Date, viz 1 April 2014, with change in such values consequent to revaluation being ignored. An indicative Statement thereof as appearing from the books of account of DPTL as on 31 December 2013 is set out in Schedule I hereto.
- 12.2 The difference between the value of the assets and liabilities of the Tea Division thereby recorded in the books of account of DTIL, as reduced by the aggregate face value of the Equity Shares issued and allotted by DTIL in terms of clause 10 above shall be adjusted in General Reserves in the books of account of DTIL or dealt with in any other manner, as may be deemed fit by the Board of Directors of DTIL or Committee thereof.
- 12.3 In the books of account of DPTL the difference between the assets and liabilities of the Tea Division, shall be adjusted against the General Reserves of DPTL.
- 12.4 Subject to the aforesaid, the Board of Directors of DPTL and DTIL shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the demerger in the respective books of account of the said Companies.

**13. Post Scheme conduct of business:**

Even after this Scheme becomes operative, DTIL shall be entitled to operate all Bank Accounts and realise all monies and complete and enforce all pending contracts and transactions relating to the Tea Division in the name of DPTL and in so far as may be necessary until the transfer of rights and obligations of the said Tea Division to DTIL under this Scheme is formally accepted by the parties concerned.

**PART – III**

(Reorganisation of IT SEZ Division)

**4. Transfer of IT SEZ Division of DPTL:**

- 14.1 With effect from the Appointed Date, the IT SEZ Division of DPTL shall stand reorganised in DIL. Accordingly, the IT SEZ Division of DPTL shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act and subject to the provisions of the Scheme in relation to the mode and transfer of vesting, stand transferred to and vest in or be deemed to be transferred to, and vested in DIL, as a going concern with effect from the Appointed Date for all the estate and interest of DPTL therein in accordance with and subject to the modalities for transfer and vesting stipulated herein.
- 14.2 It is expressly provided that in respect of such of the said assets of the said IT SEZ Division as are movable in nature or are otherwise capable of transfer by manual delivery, by paying over or by endorsement and delivery, the same shall be so transferred by DPTL and shall become the property of DIL accordingly as an integral part of the IT SEZ Division transferred to DIL, without requiring any deed or instrument of conveyance for the same.
- 14.3 In respect of such of the assets of the IT SEZ Division other than those referred to in Clause 14.2 above, the same shall, be transferred to and vested in and/or be deemed to be transferred to and vested in DIL pursuant to an order passed under the provisions of Section 394 of the Act.
- 14.4 All debts, liabilities, duties and obligations of DPTL relating to the IT SEZ Division as on the close of business on the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of DPTL relating to the IT SEZ Division which may accrue or arise from the Appointed Date but which relate to the period upto the day immediately preceding the Appointed Date shall also be transferred to DIL, without any further act or deed, pursuant to an order passed under the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of DIL.
- 14.5 The transfer and vesting of the IT SEZ Division of DPTL, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the relative assets of DPTL or part thereof on or over which they are subsisting on transfer to and vesting of such assets in DIL and no such charges, mortgages, and/ or encumbrances shall extend over or apply to any other asset(s) of DIL. Any reference in any security documents or arrangements (to which DPTL is a party) to any assets of DPTL shall be so construed to the end and intent that such security shall not extend, nor be deemed to extend, to any of the other asset(s) of DIL. Similarly, DIL shall not be required to create any additional security over assets of IT SEZ Division of DPTL acquired by it under this Scheme for any loans, debentures, deposits or other financial assistance already availed/to be availed by it and the charges, mortgages, and/ or encumbrances in respect of such indebtedness of DIL shall not extend or be deemed to extend or apply to the assets so acquired by DIL.

14.6 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by DPTL for the operations of the IT SEZ Division and/or to which DPTL is entitled to in relation to the IT SEZ Division in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in DIL, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of DIL. Since the IT SEZ Division will be transferred to and vested in DIL as a going concern without any break or interruption in the operation thereof, DIL shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the IT SEZ Division on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which DPTL is entitled in relation to the IT SEZ Division in terms of the various Statutes and / or Schemes of Union and State Governments shall be available to and vest in DIL upon this Scheme becoming effective. Transfer of immovable property and the document relating thereto in a Special Economic Zone is exempt, inter alia, from payment of stamp duty. The transfer herein of immovable property at Bantala comprised in the SEZ Division of DPTL to DIL in terms of this Scheme shall be entitled to exemption from, payment of stamp duty accordingly.

**15. Legal Proceedings:**

All legal or other proceedings by or against DPTL and relating to the IT SEZ Division of DPTL shall be continued and enforced by or against DIL only. If proceedings are taken against DPTL, DPTL will defend on notice or as per advice of DIL at the costs of DIL and DIL will indemnify and keep indemnified DPTL from and against all liabilities, obligations, actions, claims and demands in respect thereof.

**16. Contracts and Deeds:**

16.1 Subject to the other provisions contained in this Scheme all contracts, deeds, bonds, agreements, engagements and other instruments of whatsoever nature relating to the IT SEZ Division to which DPTL is a party or to the benefit of which DPTL may be eligible, and which have not lapsed and are subsisting on the Effective Date shall remain in full force and effect against or in favour of DIL as the case may be, and may be enforced by or against DIL as fully and effectually as if, instead of DPTL, DIL had been a party thereto.

16.2 DPTL and/or DIL shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause.

**17. Saving of Concluded Transactions:**

The transfer and vesting of the properties and liabilities of the IT SEZ Division under Clause 14 above, the continuance of the proceedings by or against DIL under Clause 15 above and the effectiveness of contracts and deeds under Clause 16 above shall not affect any transaction or proceeding relating to the IT SEZ Division already completed by DPTL on or before the Effective Date to the end and intent that DIL accepts all acts, deeds and things relating to the IT SEZ Division done and executed by and/or on behalf of DPTL as acts, deeds and things done and executed by and on behalf of DIL.

**18. Employees:**

On and from the Effective Date:

- 18.1 DIL undertakes to engage all the employees of DPTL engaged in the IT SEZ Division on the Effective Date on the same terms and conditions on which they are engaged by DPTL without treating it as a break, discontinuance or interruption of service on the said date as a result of the transfer of the IT SEZ Division to DIL.
- 18.2 Accordingly, the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes, including for the purpose of payment of any retrenchment compensation and other terminal benefits, will be reckoned from the date of their respective appointments with DPTL.
- 18.3 The accumulated balances, if any, standing to the credit of the employees of the IT SEZ Division in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds of which they are members will be transferred to such Provident Fund, Gratuity Fund, Superannuation Fund and other funds nominated by DIL and/or such new Provident Fund, Gratuity Fund, Superannuation Fund and other funds to be established and caused to be recognised by the concerned authorities by DIL. Pending the transfer as aforesaid, the dues of the employees of the IT SEZ Division relating to the said funds would be continued to be deposited in the existing Provident Fund, Gratuity Fund, Superannuation Fund and other funds respectively.

**19. Business in trust for DIL:**

With effect from the Appointed Date and upto and including the Effective Date:

- 19.1 DPTL undertakes to carry on the business of the IT SEZ Division in the ordinary course of business and DPTL shall be deemed to have carried on and to be carrying on all business and activities relating to the IT SEZ Division for and on account of and in trust for DIL.
- 19.2 All profits accruing to DPTL (including taxes paid thereon) or losses arising or incurred by DPTL in relation to the IT SEZ Division for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits (including taxes paid) or losses, as the case may be of DIL.
- 19.3 DPTL shall be deemed to have held and stood possessed of the properties to be transferred to DIL for and on account of and in trust for DIL and, accordingly, DPTL shall not (without the prior written consent of DIL) alienate, charge or otherwise deal with or dispose of the IT SEZ Division or any part thereof except in the usual course of business.

**20. Consideration | Issue of Shares and Payment by DIL:**

- 20.1 Upon the Scheme coming into effect and without further application, act or deed, DIL shall, in consideration of the transfer of the IT SEZ Division, issue and allot to DPTL 50,00,000 Equity Shares of Rs.10/- each in DIL credited as fully paid up in DIL. Such Equity Shares to be issued and allotted by DIL to DPTL under this Scheme shall rank pari passu in all respects with the existing Equity Shares of DIL.
- 20.2 The balance consideration, being the net asset value (book value of assets less liabilities) of the IT SEZ Division as on the Appointed Date as reduced by the aggregate face value of the shares to be issued as per clause 20.1 above shall be paid in cash by DIL to DPTL within a period of five years from the Effective Date in such manner as shall be mutually agreed between DIL and DPTL.

- 20.3 Upon the Scheme becoming effective, the Authorised Share Capital of DIL shall be increased to Rs5,05,00,000 divided into 50,50,000 Equity Shares of Rs.10/- each and Clause V of the Memorandum of Association of DIL shall be altered accordingly.

**21. Accounting:**

- 21.1 The assets and liabilities of the IT SEZ Division shall be transferred to DIL and incorporated in the books of account of DIL at their values as appearing in the books of account of DPTL as on the Appointed Date, viz 1 April 2014. An indicative Statement of assets and liabilities of the IT SEZ Division as appearing in the books of account of DPTL as on 31 December 2013 is set out in Schedule II hereto.

- 21.2 Subject to the aforesaid, the Board of Directors of DPTL and DIL shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the transfer in the respective books of account of the said Companies.

**22. Post Scheme conduct of business:**

Even after this Scheme becomes operative, DIL shall be entitled to operate all Bank Accounts and realise all monies and complete and enforce all pending contracts and transactions relating to the IT SEZ Division in the name of DPTL and in so far as may be necessary until the transfer of rights and obligations of the said IT SEZ Division to DIL under this Scheme is formally accepted by the parties concerned.

**PART – IV**

(General/ Miscellaneous Provisions)

**23. Remaining Business:**

Save and except the Tea Division and IT SEZ Division of DPTL and as expressly provided in this Scheme of Arrangement nothing contained in this Scheme of Arrangement shall affect the other business, undertaking, assets, and liabilities of DPTL which shall continue to belong to and be vested in and be managed by DPTL.

**24. Applications:**

DPTL, DTIL and DIL shall, with all reasonable dispatch, make necessary applications under Sections 391 to 394 of the Act, to the Hon'ble High Court at Calcutta, for sanction and carrying out of the Scheme and apply for and obtain such other approvals, as required by law. Any such application shall, upon constitution of the National Company Law Tribunal under the Companies Act, 2013 be pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court(s) shall be construed as references to the National Company Law Tribunal as the context may require. DPTL, DTIL and DIL shall also apply for such other approvals as may be necessary in law, if any, for bringing the Scheme into effect. Further, DPTL, DTIL and DIL shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

**25. Approvals and Modifications:**

DPTL, DTIL and DIL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- 25.1 To assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court(s) and / or any authorities under law may deem fit to approve or direct or as may be otherwise deemed expedient or necessary by the respective Board of Directors as being in the best interest of the said companies and their shareholders.
- 25.2 To settle all doubts or difficulties that may arise in carrying out the Scheme; to give their approval to all such matters and things as is contemplated or required to be given by them in terms of this Scheme; and to do and execute all other acts, deeds, matters and things necessary, desirable or proper for putting the Scheme into effect.

Without prejudice to the generality of the foregoing DPTL, DTIL and DIL (by their respective Board of Directors or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

**26. Scheme Conditional Upon:**

The Scheme is conditional upon and subject to:

- 26.1 Approval of the Scheme by the requisite majorities of the members of DPTL, DTIL and DIL; and
- 26.2 Sanction of the Scheme by the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the date or last of the dates on which certified copies of the order of the Hon'ble High Court at Calcutta sanctioning this Scheme are filed with the Registrar of Companies.

**27. Costs, Charges and Expenses:**

All costs, charges and expenses, in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto upto the stage of sanction of this Scheme, shall be borne and paid by DPTL. Subsequent to the said stage or in the event the Scheme does not take effect or stands withdrawn for any reason whatsoever, each Company shall pay and bear their own costs.

**28. Change of Name of DPTL:**

Consequent to the arrangement, the name of DPTL shall be changed to "Dhunseri Petrochem Limited". DPTL shall take necessary steps to give effect to such change of name. In the event, the aforesaid name is not made available for adoption under the Act, DPTL shall be at liberty to adopt such other suitable name reflecting its business consequent to the Scheme as may be made available under the Act.

**29. Residual Provisions:**

- 29.1 On the approval of the Scheme by the members of DPTL, DTIL and DIL pursuant to Section 391 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 23, 81(1-A), 94 and 100 of the Act or any other provisions of the Act to the extent the same may be considered applicable.
- 29.2 DPTL, DTIL and DIL are expressly permitted to file and/or revise their Income Tax, Service Tax, Excise and other statutory returns, consequent to the scheme becoming effective. DPTL, DTIL and DIL are expressly permitted to amend tax deducted at source certificates or other statutory certificates and shall have the right to claim refunds, advance tax credits, set off, adjustments etcetera relating to their respective

incomes and/or transactions from the Appointed Date. DTIL and DIL shall be entitled to claim credit for taxes and duties paid pertaining to the respective divisions transferred to them in terms of this Scheme notwithstanding that the certificate, challan or other documents for payment of such taxes and duties are in the name of DPTL.

- 29.3 The demerger and transfer and vesting of the Tea Division of DPTL to DTIL under this Scheme has been proposed in compliance with the provisions of Section 2(19AA) of the Income-Tax Act, 1961. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with the said Section. Such modification will however not affect the other parts of the Scheme.

Schedule I

Statement of Assets and Liabilities of Tea Division as on 31 December 2013

	Amount Rs. in Crs.
<b>LIABILITIES</b>	
<b>(1) Non Current Liabilities</b>	
(a) Long term borrowings	5.39
(b) Deferred Tax Liabilities (Net)	8.51
(c) Other Long-term liabilities	0.50
(d) Long term provisions	0.32
<b>(2) Current Liabilities</b>	
(a) Short-term borrowings	31.82
(b) Trade Payables	5.49
(c) Other current liabilities	9.62
(d) Short-term provisions	2.18
<b>Total</b>	<b>63.83</b>
<b>ASSETS</b>	
<b>(1) Non-Current Assets</b>	
(a) Fixed Assets	
(i) Tangible Assets	199.51
(ii) Intangible Assets	-
(iii) Capital work in progress	0.87
(b) Non-current Investments	62.06
(c) Long-term loans and advances	2.20
<b>(2) Current Assets</b>	
(a) Current investments	15.00
(b) Inventories	24.93
(c) Trade Receivables	23.92
(d) Cash and Bank Balances	13.08
(e) Short-term Loans & Advances	9.42
(f) Other Current Assets	0.73
<b>Total</b>	<b>351.72</b>
<b>Excess of Assets over Liabilities</b>	<b>287.89</b>

Schedule IIStatement of Assets and Liabilities of IT SEZ Division as on 31 December 2013

	Amount Rs. In Cr.
<b>LIABILITIES</b>	
<b>(1) Non Current Liabilities</b>	
(a) Long term borrowings	-
(b) Deferred Tax Liabilities (Net)	--
(c) Long term provisions	--
<b>(2) Current Liabilities</b>	
(a) Trade Payables	-
(b) Other current liabilities	0.34
(c) Short-term provisions	-
<b>Total</b>	<b>0.34</b>
<b>ASSETS</b>	
<b>(1) Non-Current Assets</b>	
(a) Fixed Assets	
(i) Tangible Assets	2.63
(ii) Intangible Assets	-
(iii) Capital work in progress	39.74
(b) Non-current Investments	-
(c) Long-term loans and advances	3.19
<b>(2) Current Assets</b>	
(a) Inventories	-
(b) Trade Receivables	-
(c) Cash and Bank Balances	-
(d) Short-term Loans & Advances	-
(e) Other Current Assets	-
<b>Total</b>	<b>45.56</b>
<b>Excess of Assets over Liabilities</b>	<b>45.22</b>

Sd/- Illegible  
25.08.2014  
For Registrar

**Schedule "B" above referred to****SCHEDULE OF ASSETS****SECTION-A**

Schedule of Assets of Tea Division of Dhunseri Petrochem & Tea Limited (DPTL) to be transferred to Dhunseri Tea & Industries Limited (DTIL) as on 1<sup>st</sup> April 2014.

**PART I**

(Short Description of freehold property of Tea Division of DPTL)

All those pieces or parcels of land admeasuring 8 Hectares 10.2 Ares at village Mandwa Tarfe Zirad, Taluka Alibaug, District Raigad, short particulars whereof are as under: -

Sr. No.	Survey No.	Hissa No.	Area (Hectares-Ares)
1	11	2B	2-21.0
2	11	3	0-53.0
3	10	0	0-26.0
4	3A1	10B	0-27.2
5	6	1A	3-51.0
6	6	1B1	1-32.0
	<b>Total: -</b>		<b>8-10.2</b>

**PART II**

(Short Description of leasehold property of Tea Division of DPTL)

Land comprised in Bahadur, Bahipookri, Bettybari, Dhunseri, Dilli, Hatijan, Khagorijan, Khetojan, Orang and Santi Tea Estates situated in the state of Assam, including the following:-

**A. Bahadur Tea Estate Situated in the district of Tinsukia in Assam**

Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
NLR Grant No. 344	3	167	0	0
	4	182	3	0
	5	107	1	0
	6	5	4	15
	7	12	0	0
	8	13	1	9
	9	2	3	0
	10	6	2	2
	11	0	0	19
	12	0	3	18
	13	4	1	0
	14	141	4	7
	15	1	4	7
	16	0	4	11
	17	16	4	5
	18	5	2	10
	19	0	3	0
	20	0	1	12
	21	0	0	13
	24	1	4	10
	25	8	1	3
	26	3	3	10
	27	0	3	2
	28	42	0	8
	30	0	1	12
	31	1	2	18
	32	1	2	15
	33	66	2	10
	35	59	2	9
	36	18	0	17
	37	109	2	0
	38	142	2	8

Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	39	11	0	1
	40	0	1	18
	41	74	4	8
	43	17	4	14
	44	97	3	1
	45	67	3	19
	46	38	4	5
	47	1	1	14
	48	177	4	16
	49	3	1	7
	50	2	2	10
	Total	1598	91	363

Govt. Land	Total	Bigha	Katta	Lessa
	Total	21	3	0

Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village: Jengani	122, 123	3	0	0
	& 124	2	0	0
77	120	4	1	10
77	126	3	0	19
2	228	1	4	1
	Total	13	5	30

Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village: Hukani Pother	4,5 & 6	3	0	0
	8	3	0	0
	129	3	0	0
	2,3,126,131	20	0	5
	2 & 126	2	4	0
	Total	31	4	5

Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village: Mahakali	85,86 & 87	14	0	7
315	89	2	0	0
315	95	5	0	0
315	Total	21	0	7

Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village: Kasamani Touzi	1	3	1	0
3	149	1	2	3
116	154	1	4	17
	155	4	4	0
3	165	1	0	15
	171	5	3	8
101	183	4	3	9
101	184	1	2	0
2	2	10	3	10
2	3	1	0	0
2	4	12	0	0
2	135	1	3	13

Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.		Dag No.	Bigha	Katta	Lessa
	2	138	0	1	12
	2	139	0	4	0
	2	140	4	1	13
	2	157	3	3	8
	3	156	4	0	10
	3	158	1	3	13
	3	160	4	0	5
		166	7	2	6
		162	4	1	11
		163	2	1	12
		164	3	1	13
		174	5	0	2
		175	2	3	4
		176	3	1	0
		177	1	4	9
		178	1	0	0
		179	3	1	8
		191	6	1	14
		149	1	2	3
	3	159	2	1	13
	115	161	3	2	0
	117	182	5	4	5
		Total	108	61	236

Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.		Dag No.	Bigha	Katta	Lessa
Vill: Sukani Pothar					
	8	2	8	4	0
	23	12	3	0	12
	19	16	2	0	2
		58	5	2	16
		Total	18	6	30

Occupied Land		3	4	10
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Summary: Bahadur Tea Estate				
Bahadur Tea Estate Situated in the district of Tinsukia in Assam Patta No.		Bigha	Katta	Lessa
NLR Grant 344		1598	91	363
Grant 344 ( Govt. Land)		21	3	0
Jengani		13	5	30
Hookani		31	4	5
Mahakali		21	0	7
Kasomari		108	61	236
Sukani Pothar		18	6	30
Occupied Land		3	4	10
GRAND TOTAL		1813	174	681
Equivalent to		1854	3	1

**B. Bahipookri Tea Estate situated in the district of Udalguri in Assam**

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
WLA 1	1	0	0	6
Vaillage no.1	32	1	3	14
Bahipookri	36	0	2	9
Mouza:	37	72	0	17
Orang	38	0	1	3
	39	9	3	3
	40	8	0	5
	41	16	2	4
	42	15	3	15
	43	1	0	2
	44	2	0	0
	45	11	2	19
	46	0	0	10
	47	0	3	6
	48	3	1	6
	49	2	0	1
	50	1	4	4
	51	1	1	5
	52	5	4	17
	53	1	3	5
	54	1	1	14
	55	0	3	14
	56	0	2	11
	57	1	0	0
	58	2	3	17
	59	0	4	15
	60	1	2	15
	61	1	0	8
	62	1	4	10
	63	2	2	8
	64	1	0	12
	65	2	3	12
	66	1	2	19
	67	1	3	14
	68	1	0	14
	69	0	3	14
	70	0	1	7
	71	100	1	6
	72	3	4	15
	73	3	3	1
	75	0	0	17
	76	140	4	1
	78	9	2	2
	79	10	2	4
	80	3	3	8
	81	68	0	5
	82	5	0	2
	83	25	2	9
	84	49	2	3
	86	44	1	11

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	87	2	4	1
	88	40	1	0
	89	4	0	12
	90	55	3	8
	91	0	4	0
	92	0	2	16
	93	3	2	1
	94	2	0	1
	95	3	3	19
	96	57	3	10
	97	2	3	16
	98	3	0	17
	99	0	2	16
	100	3	0	9
	101	2	2	17
	102	1	0	8
	103	5	4	19
	104	3	3	11
	105	2	4	17
	106	3	1	0
	107	3	0	10
	108	4	0	14
	109	3	2	5
	110	2	3	12
	111	5	0	0
	112	1	4	0
	113	2	0	0
	114	1	4	6
	115	3	0	12
	116	1	4	16
	117	2	0	9
	118	2	3	3
	119	1	4	5
	120	1	3	4
	121	0	1	7
	122	3	1	13
	123	1	1	12
	124	1	0	7
	125	0	4	16
	126	2	0	7
	127	1	4	16
	128	1	0	13
	129	2	2	13
	130	1	1	6
	131	1	2	0
	132	2	3	12
	133	1	4	18
	134	1	0	7
	135	1	3	4
	136	2	2	8
	137	0	4	9

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	138	1	4	16
	139	1	4	5
	140	1	2	8
	141	4	0	11
	142	6	2	2
	143	1	1	8
	144	3	2	12
	145	2	1	1
	146	1	4	0
	147	1	3	18
	148	0	4	12
	149	3	3	5
	150	2	4	13
	151	1	1	13
	152	0	4	16
	153	6	0	17
	154	1	2	5
	155	1	3	15
	156	0	3	16
	157	0	4	14
	158	0	1	3
	159	0	1	19
	160	2	0	14
	161	0	2	17
	162	1	1	2
	163	1	2	8
	164	0	1	14
	165	2	4	7
	166	1	4	17
	167	0	3	15
	168	1	1	15
	169	0	4	14
	170	0	2	5
	171	0	2	19
	172	0	3	9
	173	1	0	8
	174	0	4	1
	176	117	2	5
	177	1	3	7
	179	2	1	15
	180	1	3	14
	181	3	3	15
	182	0	3	10
	183	3	3	10
	184	44	4	15
	185	6	2	7
	186	58	0	3
	187	2	0	2
	188	1	4	7
	189	4	4	3
	190	1	3	8

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	191	4	0	4
	192	1	3	18
	193	3	2	1
	194	1	1	11
	195	7	3	6
	196	4	0	5
	197	2	0	2
	198	18	3	4
	199	11	1	11
	200	1	2	12
	202	3	2	16
	256	0	1	10
	283	0	1	1
	284	2	0	9
	337	0	2	0
	338	1	2	2
	339	2	2	10
	340	1	0	10
	341	1	3	2
	342	0	2	18
	343	4	4	9
	344	3	3	8
	345	4	1	13
	346	50	0	5
	347	4	4	19
	348	4	1	1
	349	5	0	14
	350	5	0	15
	333	0	0	3
	351	24	3	7
	352	0	4	1
	354	1	1	8
	355	2	2	0
	356	80	1	14
	357	3	2	4
	358	114	4	8
	359	2	2	13
	360	3	4	4
	361	114	4	8
	362	24	4	8
	363	12	4	17
	364	8	0	0
	365	48	1	13
	366	30	2	5
	367	5	2	19
	368	8	2	8
	369	21	1	6
	370	54	1	5
	371	3	0	5
	372	1	2	9
	373	4	0	1

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	374	81	4	16
	375	0	2	10
	376	1	2	19
	377	81	1	17
	378	8	2	8
	379	29	1	19
	380	4	0	13
	383	19	0	18
	402	1	2	6
	405	127	0	2
	406	5	2	2
	407	16	3	12
	408	14	4	3
	409	101	4	11
	410	2	1	8
	411	0	3	16
	412	16	0	4
	413	4	4	17
	420	4	3	5
	421	0	4	6
	422	1	4	13
	423	0	2	0
	424	7	2	4
	425	3	2	1
	445	1	4	17
	446	2	4	10
	568	1	4	19
	569	125	0	19
	570	20	4	1
	571	11	2	15
	572	144	0	16
	573	18	2	2
	574	19	1	19
	584	2	2	2
	586	2	2	18
	587	8	4	7
	588	6	0	13
	Total	2735	480	2206

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
2	236	5	4	8
WLA 13	237	12	4	5
Village no.1	239	183	3	3
Bahipookri	240	60	0	7
Bagan	241	3	0	19
Mouza:	242	91	0	0
Orang	243	3	0	11
	244	16	4	9
	245	31	0	15
	247	3	1	19

Bahipookri Tea Estate situated in the district of Udalguri in Assam	Dag No.	Bigha	Katta	Lessa
	248	3	2	4
	249	2	4	0
	250	4	1	2
	251	3	1	16
	252	6	1	2
	253	1	3	17
	254	0	3	19
	255	2	0	11
	257	1	3	0
	258	1	0	13
	259	2	1	11
	260	2	0	0
	261	2	2	6
	262	2	3	3
	263	0	2	0
	264	3	1	14
	265	1	2	2
	266	0	4	0
	267	1	2	2
	268	1	3	2
	269	1	2	7
	270	3	0	10
	271	3	1	5
	272	89	3	4
	273	4	1	12
	274	11	0	15
	275	16	3	7
	276	2	4	6
	277	3	4	2
	278	4	3	12
	279	1	1	1
	280	5	3	12
	281	5	1	5
	282	2	3	17
	286	4	2	6
	287	1	1	0
	288	1	2	1
	289	51	1	0
	290	1	2	17
	291	3	3	1
	292	2	1	0
	293	4	1	1
	294	3	4	1
	295	2	4	7
	296	3	0	2
	297	22	1	0
	298	2	0	16
	299	3	0	6
	300	3	0	8
	301	4	0	18
	302	2	2	10
	303	1	4	1

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	304	5	0	19
	305	2	0	17
	306	2	1	14
	307	2	2	0
	308	2	0	15
	309	2	1	19
	310	2	1	15
	311	0	4	17
	312	0	2	15
	313	38	4	9
	314	3	1	2
	315	1	4	0
	316	1	2	18
	317	0	4	1
	318	5	4	18
	319	5	4	9
	320	2	3	17
	321	3	1	0
	322	31	0	17
	323	2	1	2
	324	97	3	4
	325	2	0	10
	326	2	1	8
	327	2	0	11
	328	0	4	15
	329	10	1	15
	330	2	2	8
	331	1	4	7
	332	3	0	4
	334	1	0	18
	335	3	3	16
	336	1	1	17
	353	4	4	9
	381	0	2	10
	384	0	1	0
	385	0	4	4
	386	1	2	6
	387	12	0	7
	388	0	4	4
	389	3	4	4
	390	3	2	0
	391	2	3	13
	392	4	1	0
	393	4	2	12
	394	2	3	3
	395	2	0	9
	396	0	4	2
	397	2	0	6
	398	2	3	1
	399	3	0	17
	400	2	1	17
	401	1	0	6

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	404	0	0	16
	447	1	2	1
	448	1	2	17
	449	2	0	7
	450	6	1	9
	451	6	3	19
	452	2	1	2
	453	1	0	12
	454	1	1	7
	455	0	4	17
	456	1	2	7
	457	0	3	18
	458	1	1	1
	459	2	2	4
	460	2	4	1
	461	0	4	1
	462	2	4	15
	463	0	4	8
	464	1	0	19
	465	1	0	15
	466	1	0	13
	467	1	0	8
	468	3	3	16
	469	0	4	0
	470	1	0	9
	471	6	0	18
	472	2	0	2
	473	2	0	19
	474	0	4	16
	475	3	0	6
	476	0	0	14
	477	23	2	6
	478	2	0	13
	479	2	4	15
	480	1	3	15
	481	0	3	4
	482	1	0	3
	483	2	4	18
	484	2	1	18
	485	0	3	12
	486	1	0	0
	487	1	0	3
	488	2	4	12
	489	2	2	7
	490	2	4	2
	491	2	1	1
	492	1	3	2
	493	1	2	14
	494	2	0	6
	495	2	1	4
	496	1	4	1
	497	1	1	6

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	498	1	1	2
	499	1	3	13
	500	1	2	1
	501	0	4	17
	502	1	3	6
	503	0	3	1
	504	1	2	15
	505	1	0	17
	506	1	3	15
	507	1	0	6
	508	0	3	19
	509	2	1	2
	510	1	1	19
	511	1	3	0
	512	1	0	7
	513	1	1	2
	514	1	3	9
	515	1	4	18
	516	3	4	4
	517	1	4	6
	518	1	2	17
	519	0	1	9
	520	2	1	16
	521	2	4	1
	522	1	1	17
	523	1	2	1
	524	1	2	0
	525	2	4	16
	526	3	1	19
	527	2	1	3
	528	2	3	10
	529	1	2	16
	530	1	2	10
	531	1	0	9
	532	2	0	9
	533	1	3	14
	534	1	3	12
	535	17	2	14
	536	2	3	11
	537	1	1	12
	538	1	2	8
	539	0	3	7
	540	0	2	9
	541	2	3	10
	542	3	2	16
	543	2	0	9
	544	2	1	5
	545	0	3	11
	546	1	1	11
	547	1	1	8
	548	0	3	6
	549	1	0	16

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	550	3	2	2
	551	2	0	2
	552	0	3	0
	553	2	0	7
	554	1	2	9
	555	1	2	10
	556	2	0	6
	557	1	0	17
	558	1	0	17
	559	1	0	11
	560	1	1	7
	561	1	0	8
	562	0	3	3
	563	8	3	15
	564	1	0	6
	565	2	3	4
	566	3	1	1
	567	49	3	7
	589	1	0	0
	590	3	1	6
	<b>Total</b>	<b>1244</b>	<b>428</b>	<b>2045</b>

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
3	204	28	2	4
WLA 19	205	133	0	7
Village: No 1	206	2	3	16
Bahipookri	207	75	0	2
Bagan	208	61	4	4
Mouza:	209	19	2	7
Orang	211	10	2	5
	214	24	1	19
	215	33	0	3
	216	0	3	5
	217	15	3	17
	218	5	2	0
	219	2	4	17
	220	59	2	0
	221	1	3	0
	222	128	2	0
	223	6	2	5
	224	0	4	0
	225	2	3	13
	226	45	1	13
	227	3	2	1
	228	56	1	5
	229	17	4	15
	234	4	2	2
	238	121	2	11
	<b>Total</b>	<b>849</b>	<b>54</b>	<b>171</b>

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
1 Village: Bahipookri Bagan no.2 Mouza: Orang	9	49	1	2
	11	9	4	9
	12	44	4	2
	13	5	2	3
	14	621	3	5
	15	213	0	7
	16	4	4	0
	17	16	4	15
	18	11	3	6
	19	3	2	17
	20	26	3	5
	21	3	2	15
	22	24	3	6
	23	3	0	1
	24	1	2	11
	25	27	2	15
	26	4	0	12
	27	21	0	10
	28	6	1	15
	29	3	4	1
	31	29	2	5
	32	2	1	11
	33	21	0	14
	34	29	2	14
	35	3	3	15
	36	21	3	13
	41	0	2	19
	43	2	0	0
	44	30	1	13
	45	1	4	13
	46	30	2	13
	47	1	1	7
	48	2	3	1
	49	30	3	1
	50	1	4	1
	51	2	2	2
	52	4	1	6
	53	7	1	3
	54	4	2	7
	55	2	2	12
	56	1	2	10
	57	0	2	10
	58	1	2	7
	59	0	1	12
	60	1	4	5
	61	0	3	19
	62	3	0	6

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	63	29	3	0
	64	1	0	0
	65	0	4	10
	66	2	2	0
	67	0	3	0
	68	1	4	10
	69	0	4	11
	70	1	2	0
	71	2	3	17
	72	1	0	17
	73	0	3	19
	74	0	3	12
	75	16	3	0
	76	2	0	1
	77	30	2	6
	78	2	0	1
	79	0	3	1
	80	2	2	0
	81	16	2	10
	82	1	1	10
	83	1	0	13
	84	0	3	0
	85	1	3	9
	86	4	0	13
	87	1	0	7
	88	1	1	7
	89	0	0	7
	90	5	0	19
	91	1	2	7
	92	0	1	9
	93	0	3	1
	94	1	3	13
	95	0	3	18
	96	1	0	6
	97	1	0	14
	98	22	3	0
	99	2	1	15
	100	0	3	18
	101	1	2	12
	102	0	2	6
	103	0	2	6
	104	1	1	8
	105	1	4	2
	106	1	2	2
	107	0	4	15
	111	1	1	6
	116	0	4	5
	117	0	4	18
	118	0	2	8
	119	0	1	2
	120	0	1	15
	121	0	2	5
	122	0	2	7

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	123	0	1	13
	124	0	2	0
	125	0	3	0
	126	3	0	19
	127	0	4	12
	128	3	2	1
	129	1	4	3
	130	0	2	7
	131	1	1	19
	132	3	0	7
	133	2	3	8
	134	1	2	13
	135	1	2	12
	136	3	0	14
	137	4	3	19
	138	1	1	19
	139	1	0	4
	140	1	2	11
	141	3	4	6
	142	3	4	5
	143	7	0	3
	144	2	0	7
	145	3	1	3
	146	3	2	18
	147	2	2	0
	148	3	1	1
	149	70	0	9
	150	1	4	5
	151	4	1	6
	152	2	4	7
	153	0	4	17
	154	0	4	18
	155	0	3	11
	156	3	1	8
	157	3	3	0
	158	4	0	6
	159	2	0	11
	160	3	2	13
	161	7	4	1
	162	1	0	17
	163	1	3	16
	164	3	1	6
	165	4	2	15
	166	1	2	0
	167	1	4	15
	168	2	1	18
	169	2	1	13
	170	4	2	1
	171	7	3	9
	172	9	2	3
	173	4	2	13
	174	1	3	17

Bahipookri Tea Estate situated in the district of Udaiguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	175	0	0	7
	176	1	1	19
	177	0	4	3
	178	1	2	15
	179	3	4	4
	180	2	4	16
	181	2	1	0
	182	1	0	0
	183	0	0	12
	184	1	4	1
	185	1	4	1
	186	1	4	8
	187	0	2	5
	188	0	1	18
	189	0	1	17
	190	0	3	9
	191	0	3	10
	192	0	4	3
	193	0	2	13
	194	0	2	0
	195	0	4	17
	206	0	3	1
	207	0	4	10
	208	0	4	10
	209	0	3	11
	210	0	1	12
	211	0	1	15
	212	0	3	11
	213	0	2	7
	214	1	1	1
	215	2	0	8
	216	0	3	13
	217	1	2	2
	218	0	3	8
	219	0	1	9
	220	3	4	1
	221	0	4	14
	222	1	2	7
	223	2	3	5
	224	1	3	11
	225	2	1	7
	226	1		10
	227	0	3	6
	228	4	3	2
	229	1	1	15
	230	4	0	1
	231	0	4	16
	232	0	2	2
	233	0	3	19
	234	1	1	17
	235	1	0	16
	236	4	1	13

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	237	6	2	18
	238	10	0	2
	239	3	4	5
	240	2	0	0
	241	1	4	18
	242	3	2	17
	243	1	0	16
	244	0	2	9
	245	2	3	8
	246	1	0	12
	247	0	1	8
	248	1	1	18
	249	1	4	18
	250	1	3	8
	251	0	2	11
	252	0	2	4
	253	1	0	16
	254	0	0	6
	255	2	1	1
	256	0	1	11
	257	2	0	2
	258	4	3	4
	259	0	2	19
	260	1	3	12
	261	0	3	9
	262	0	2	11
	263	2	1	0
	264	2	4	12
	265	1	1	2
	266	0	3	8
	267	2	3	14
	268	0	4	13
	269	0	3	6
	270	1	2	2
	271	1	2	0
	272	1	0	11
	273	0	1	13
	274	0	1	17
	275	2	1	17
	276	0	3	1
	277	0	1	11
	278	0	2	5
	279	0	2	10
	280	0	2	11
	281	1	1	13
	282	0	4	18
	283	0	3	11
	284	0	2	18
	285	0	3	0
	286	0	3	13
	287	1	4	1
	288	1	2	10

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	289	0	4	17
	290	1	0	9
	291	0	4	1
	292	1	1	4
	293	1	1	9
	294	1	4	5
	295	2	0	0
	296	1	0	3
	297	1	1	1
	298	2	0	7
	299	2	1	7
	300	2	0	11
	301	5	2	18
	302	2	3	7
	303	0	3	13
	304	4	3	17
	305	1	3	11
	306	1	1	7
	307	0	4	6
	308	1	0	0
	309	0	1	6
	310	1	3	6
	311	0	1	14
	312	0	4	17
	313	1	4	7
	314	1	4	4
	315	3	0	6
	316	4	2	8
	317	1	2	2
	318	1	4	8
	319	1	2	15
	320	0	3	19
	321	3	0	17
	322	2	0	19
	323	2	0	1
	324	0	3	6
	325	0	2	4
	326	0	2	1
	327	0	1	15
	328	0	1	11
	329	0	1	6
	330	0	1	4
	331	0	1	7
	332	0	0	15
	333	0	0	17
	334	1	4	18
	335	0	2	8
	336	0	1	18
	337	0	2	2
	338	0	2	8
	339	0	3	1
	340	0	2	6

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	341	0	2	10
	342	0	3	14
	343	0	3	6
	357	0	4	1
	358	0	2	17
	359	2	3	0
	360	4	2	0
	361	2	0	1
	362	3	2	1
	363	0	1	4
	364	0	2	19
	368	0	1	5
	369	0	1	17
	370	13	1	1
	371	2	0	1
	372	7	1	12
	373	2	1	8
	374	2	1	0
	375	0	4	14
	376	1	2	6
	377	2	3	15
	378	2	9	12
	379	4	4	8
	380	1	0	1
	381	4	0	12
	382	1	0	6
	383	2	4	13
	384	0	4	11
	385	2	2	5
	386	0	4	16
	387	0	1	17
	388	0	3	1
	389	0	3	2
	390	0	1	3
	391	0	3	8
	392	0	4	6
	393	0	4	15
	394	0	2	12
	395	1	2	15
	396	1	0	4
	397	2	1	3
	398	1	0	7
	399	0	2	5
	400	0	4	12
	401	0	4	6
	402	3	0	18
	403	2	0	0
	404	6	2	2
	405	0	4	0
	406	1	1	18
	407	0	2	11
	408	9	0	17

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	409	2	0	10
	410	1	1	18
	411	1	1	4
	412	0	1	2
	413	6	1	2
	414	1	0	11
	415	2	0	5
	416	6	4	0
	417	2	2	1
	418	1	2	0
	419	5	4	4
	420	1	0	11
	421	0	4	1
	422	0	3	6
	423	1	0	5
	424	0	4	9
	425	1	4	19
	426	1	0	0
	427	0	3	14
	428	0	3	11
	429	1	0	9
	430	0	1	0
	431	0	2	0
	432	0	2	4
	433	0	4	14
	434	0	2	10
	435	1	0	9
	436	0	2	9
	437	0	1	3
	438	0	3	4
	439	0	4	9
	440	3	1	13
	441	3	1	5
	442	0	4	0
	443	0	2	12
	444	3	0	10
	445	7	4	19
	446	2	0	16
	447	2	0	9
	448	0	1	0
	449	0	1	17
	450	1	0	10
	451	0	4	19
	452	1	0	0
	453	2	0	17
	454	2	2	16
	455	1	4	11
	456	2	1	19
	457	2	0	0
	458	1	0	3
	459	1	2	5
	460	1	1	1

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	461	0	4	17
	462	0	4	14
	463	1	0	5
	464	0	2	5
	465	0	2	7
	466	1	0	14
	467	1	2	11
	468	0	1	6
	469	2	0	10
	470	4	2	8
	471	4	1	3
	472	1	0	1
	473	1	4	12
	474	0	3	1
	475	0	2	16
	476	0	3	15
	477	0	1	11
	478	1	0	2
	479	0	2	0
	480	0	3	8
	481	0	3	1
	482	0	3	7
	483	0	3	5
	484	0	1	14
	485	1	4	2
	486	0	2	0
	487	0	0	18
	488	3	1	1
	489	2	3	16
	490	0	3	11
	491	2	3	18
	492	2	0	2
	493	1	0	0
	494	1	2	15
	495	4	2	18
	496	34	1	4
	497	1	4	9
	498	0	1	3
	499	2	4	12
	500	6	2	2
	501	0	2	16
	502	0	2	19
	503	4	1	10
	504	2	3	7
	505	1	0	18
	506	0	4	10
	507	1	3	10
	508	6	3	14
	509	5	2	2
	510	2	2	19
	511	1	1	19
	512	0	3	1

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	513	1	2	5
	514	1	2	4
	515	1	0	19
	516	2	2	1
	517	1	3	14
	518	1	2	0
	519	0	2	1
	520	2	2	8
	521	2	1	5
	522	2	2	2
	523	0	3	1
	524	1	0	16
	525	6	3	7
	526	2	1	9
	527	3	4	19
	528	0	1	12
	529	1	0	2
	530	2	3	0
	531	0	4	9
	532	0	1	11
	533	1	0	13
	534	2	3	19
	535	2	2	12
	536	2	4	1
	537	1	0	2
	538	0	4	2
	539	0	2	16
	540	0	0	5
	541	1	1	1
	542	0	4	2
	543	3	1	2
	544	1	1	17
	545	1	2	11
	546	0	4	1
	547	1	2	6
	548	2	2	15
	549	0	1	11
	550	0	2	18
	551	2	1	0
	552	2	2	7
	553	0	1	1
	554	0	1	7
	555	2	2	4
	556	3	0	18
	557	9	1	6
	558	0	3	4
	559	1	1	10
	560	0	4	11
	561	0	3	17
	562	0	0	16
	563	0	1	0
	564	0	1	3

Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	565	0	0	17
	567	0	0	17
	568	0	1	18
	570	1	4	5
	571	0	3	4
	572	0	0	4
	<b>Total</b>	<b>2117</b>	<b>1007</b>	<b>4461</b>

WLA 1 I	8	216	4	5
Eksonica				
(Orang Club)		1	2	11

Summary: Bahipookri Tea Estate			
Bahipookri Tea Estate situated in the district of Udalguri in Assam Patta No.	Bigha	Katta	Lessa
WLA 1 I	2735	480	2206
WLA 13	1244	428	2045
WLA 19	849	54	171
1	2117	1007	4461
WLA 1 I	216	4	5
<b>Total</b>	<b>7161</b>	<b>1973</b>	<b>8888</b>
Equivalent to	7644	2	8
Eksonica	1	2	11
(Orang Club)			
<b>Grand Total</b>	<b>7645</b>	<b>4</b>	<b>19</b>

**B. Bettybari Tea Estate situated in district of Udalguri in Assam**

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
PKP No 1	40	8	2	4
Village:	43	76	4	12
Khamtaburi	94	0	3	4
Mouza:	100	69	1	10
Orang	101	2	0	10
	102	0	2	12
	103	1	0	13
	140	1	2	13
	145	3	3	16
	195	1	3	2
	<b>Total</b>	<b>161</b>	<b>20</b>	<b>96</b>

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
NLR-758	1	11	4	0
Bettybari	2	0	0	8
Bagan no.1	3	0	1	10
Mouza:	4	0	1	5
Orang	5	0	2	15
	6	0	4	11
	7	0	4	4
	8	1	2	10

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	9	1	3	1
	10	1	4	18
	11	0	1	10
	12	0	4	13
	13	18	2	5
	14	6	0	3
	15	1	1	19
	16	13	2	4
	17	2	4	10
	18	4	2	2
	19	0	2	0
	20	2	2	5
	21	3	3	4
	22	4	1	2
	23	3	3	8
	24	3	3	13
	25	3	1	1
	26	3	3	0
	27	3	4	16
	28	2	1	7
	29	0	3	9
	30	32	2	8
	31	3	1	8
	32	79	1	18
	33	33	1	5
	34	2	3	2
	35	92	4	14
	36	1	4	4
	37	92	4	9
	38	3	1	11
	39	2	3	1
	40	35	1	16
	41	53	4	9
	42	1	2	19
	43	1	0	9
	44	33	2	12
	45	5	2	15
	46	1	4	10
	47	47	1	12
	69	9	0	0
	74	4	1	1
	75	7	3	8
	76	0	2	0
	77	5	1	3
	78	1	2	10
	79	1	3	1
	80	1	3	14
	81	11	0	5
	82	2	2	1
	83	2	3	8
	84	2	0	3
	85	1	1	17

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	86	2	2	5
	87	0	3	7
	89	33	1	9
	90	0	1	10
	91	0	1	1
	95	3	2	6
	96	2	4	6
	101	5	3	0
	102	5	0	6
	109	2	1	10
	110	1	1	10
	111	2	1	0
	112	2	0	17
	113	1	3	7
	114	4	3	2
	121	1	0	8
	122	12	2	6
	123	0	4	11
	124	3	0	19
	125	1	4	8
	126	1	1	17
	127	1	4	19
	128	1	4	0
	131	1	0	8
	133	1	2	9
	134	9	0	16
	135	5	2	6
	136	1	3	17
	137	5	4	8
	138	5	4	17
	139	2	3	0
	140	2	0	0
	144	1	1	18
	145	3	1	7
	146	2	0	0
	147	1	1	10
	148	2	2	12
	149	7	3	5
	150	0	4	19
	151	2	4	10
	152	2	3	17
	153	7	1	4
	154	0	1	0
	159	0	4	0
	160	2	3	5
	161	4	3	2
	162	4	2	13
	163	3	1	6
	164	2	4	13
	165	3	2	10
	166	2	3	17

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	167	3	2	10
	168	4	4	2
	169	1	3	18
	170	6	4	15
	171	3	0	2
	182	1	2	0
	188	0	3	0
	197	2	1	0
	198	1	1	0
	199	1	0	6
	200	3	1	5
	216	10	0	13
	217	1	3	7
	218	1	2	2
	219	4	1	1
	220	4	3	4
	221	2	4	18
	222	1	2	13
	223	0	4	5
	224	0	3	19
	225	0	2	9
	226	1	1	1
	227	60	3	7
	228	41	3	18
	229	2	3	5
	231	155	2	19
	249	42	4	12
	256	3	2	16
	282	12	3	15
	284	4	3	10
	285	2	3	17
	286	2	4	7
	287	0	4	12
	288	6	1	14
	289	4	4	7
	290	2	3	4
	291	0	4	10
	292	10	3	3
	293	2	1	11
	294	1	2	19
	295	8	0	9
	296	1	0	1
	310	0	0	16
	312	0	1	8
	317	1	1	3
	318	2	3	7
	319	4	3	12
	320	2	4	11
	321	3	0	17
	322	0	4	0
	323	4	2	0
	324	2	4	0

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	325	3	2	14
	326	5	2	6
	346	1	2	6
	347	0	2	10
	349	0	3	18
	350	0	3	5
	352	1	0	0
	363	0	2	0
	365	1	2	16
	Total	1240	372	1414

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
NLR	120	167	4	7
WLA	189	0	2	10
758	190	1	3	12
Village:	191	0	2	0
Bettybari	193	1	3	5
Bagan no.2	194	0	9	10
Mouza:	195	1	0	10
Orang	196	26	2	0
	197	1	0	0
	198	2	3	0
	230	1	0	5
	231	0	2	18
	232	3	2	0
	233	0	2	18
	234	1	3	14
	368	3	3	7
	369	1	2	10
	372	7	2	18
	396	16	2	15
	397	5	1	5
	398	105	2	0
	399	31	0	2
	400	0	4	10
	401	1	1	10
	402	54	0	6
	403	0	3	15
	404	4	1	10
	405	0	0	11
	406	1	3	3
	407	0	0	9
	408	0	0	10
	410	18	3	8
	411	1	1	0
	412	3	0	2
	413	3	0	0
	414	101	4	8
	415	16	3	5
	416	2	0	1

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	417	1	0	2
	418	26	2	0
	419	0	2	9
	420	1	3	10
	422	126	4	18
	423	0	1	3
	424	0	1	0
	425	38	0	10
	426	1	4	9
	427	81	0	12
	428	2	2	19
	429	54	0	17
	430	15	0	0
	431	0	4	0
	432	0	3	15
	433	0	1	5
	434	18	0	2
	435	1	0	8
	436	50	4	8
	437	2	3	12
	438	28	0	16
	439	50	4	6
	440	8	3	9
	441	50	0	16
	442	1	1	8
	443	23	1	18
	444	53	1	12
	445	73	1	13
	446	0	3	0
	447	18	3	2
	448	0	1	0
	449	3	2	15
	450	48	2	4
	451	0	4	0
	452	5	0	12
	453	46	4	3
	454	2	3	7
	455	1	1	0
	456	175	3	5
	457	17	1	8
	458	6	2	13
	459	1	0	17
	460	2	3	12
	461	2	3	10
	462	0	3	0
	463	1	0	12
	464	0	2	5
	465	3	4	17
	466	3	4	4
	467	2	3	13
	468	2	2	0
	469	22	3	10

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	470	4	1	5
	471	1	3	9
	472	3	2	12
	473	2	1	6
	474	40	4	13
	476	0	2	4
	477	13	4	14
	478	0	2	17
	479	30	3	7
	480	0	3	9
	481	2	0	3
	482	50	1	5
	483	1	1	1
	484	31	4	1
	485	1	1	0
	486	38	4	8
	487	3	1	1
	488	47	4	11
	489	5	1	12
	490	2	3	19
	491	2	3	19
	492	0	3	0
	493	0	1	0
	494	0	3	5
	495	3	0	2
	496	1	3	11
	501	4	4	18
	502	60	2	12
	503	55	1	8
	504	1	1	12
	505	64	1	18
	506	2	3	11
	507	2	4	8
	508	3	4	15
	513	0	1	1
	519	7	0	16
	520	65	3	0
	521	8	2	11
	522	3	1	15
	523	0	4	13
	524	1	4	19
	551	0	2	9
	659	23	3	6
	663	18	0	11
	664	1	3	0
	665	11	4	12
	667	6	2	15
		13	2	3
	668	8	2	15
	669	3	0	2
	672	14	3	16
	697	0	0	19

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	698	0	0	9
	704	1	2	5
	706	0	4	19
	707	3	1	7
	709	27	0	12
	Total	2319	294	1231

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
1	48	2	3	9
Village:	49	5	0	17
Bettybari	50	0	3	10
Bagan no. 1	51	25	0	4
Mouza :	52	0	4	15
Orang	53	36	4	3
	54	1	4	7
	55	0	1	18
	56	6	4	15
	57	53	3	2
	58	1	1	19
	59	4	1	9
	60	5	0	16
	61	2	0	17
	62	1	1	3
	63	0	4	1
	64	54	4	17
	65	2	2	17
	66	0	2	11
	67	4	2	16
	68	24	0	17
	70	4	3	5
	71	4	2	6
	72	2	0	11
	73	1	0	10
	141	0	3	10
	142	12	3	9
	143	23	1	11
	230	0	3	13
	232	2	1	3
	233	66	2	5
	234	0	2	17
	235	16	0	3
	236	42	3	2
	237	3	2	10
	238	0	4	13
	239	11	2	3
	240	0	2	11
	241	0	1	16
	242	0	3	17
	243	4	1	12
	244	59	1	3

Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	245	3	4	5
	246	6	0	5
	247	21	2	6
	248	2	1	16
	250	1	0	17
	251	7	2	13
	252	0	3	5
	253	58	2	15
	254	42	1	15
	255	0	4	1
	257	25	2	4
	258	0	3	0
	259	21	0	17
	260	25	2	13
	261	0	3	0
	262	3	3	9
	263	25	0	19
	264	0	4	1
	265	46	1	19
	266	3	0	18
	267	35	4	18
	268	2	2	9
	269	58	3	17
	270	4	3	9
	271	14	0	8
	272	92	2	0
	273	5	3	16
	274	9	4	15
	275	1	1	15
	276	1	1	0
	277	1	2	13
	278	1	1	14
	279	1	2	0
	280	2	0	6
	281	3	3	10
	283	1	0	13
	327	1	4	1
	328	0	3	1
	329	6	4	15
	330	0	2	15
	331	0	3	13
	332	3	0	11
	333	12	0	16
	364	6	3	11
	Total	1020	169	877

Summary : Bettybari Tea Estate			
Bettybari Tea Estate situated in district of Udalguri in Assam Patta No.	Bigha	Katta	Lessa
PKP No.1	161	372	1414
NLR 758	1240	20	96
NLR WLA - 758	2319	294	1231
Patta No.1	1020	169	877
Total	4740	855	3618
Equivalent to	4947	0	18

**D. Dhunseri Tea Estate Situated in the district of Udalguri in Assam**

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village NLR GRANT 415-659	1	81	3	14
	3	4	3	8
	4	1	1	16
	5	8	1	2
	6	172	0	12
	22	1	2	19
	23	4	1	2
	24	4	0	5
	25	5	4	6
	26	1	4	0
	27	99	0	15
	28	3	1	8
	29	12	3	5
	81	15	0	10
	82	1	2	15
	83	2	4	11
	84	47	4	5
	85	1	4	13
	86	18	1	18
	87	1	3	0
	88	0	0	4
	89	1	1	2
	90	2	1	17
	91	1	3	4
	92	1	4	1
	93	2	0	13
	94	3	2	3
	95	4	1	9
	96	1	4	2
97	1	4	19	
98	4	2	2	
99	4	1	2	
100	0	2	14	
101	1	3	9	
102	1	0	9	
103	1	1	3	
104	0	3	11	
105	1	3	17	
106	3	2	17	
107	1	0	19	
108	0	2	0	
109	0	3	12	

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	103	0	1	6
	112	0	0	9
	121	2	4	11
	125	1	4	10
	126	2	2	17
	127	0	2	12
	129	0	4	9
	130	0	1	3
	131	0	3	0
	132	1	1	17
	133	2	3	5
	134	2	2	7
	135	2	3	1
	136	1	2	10
	137	0	2	10
	139	0	2	6
	140	0	0	6
	141	3	0	9
	142	5	0	8
	144	0	4	13
	145	1	1	12
	149	153	2	3
	151	66	0	2
	152	11	4	6
	153	3	2	5
	154	14	3	6
	155	18	3	15
	156	22	2	12
	157	6	2	4
	158	84	4	11
	159	170	3	19
	160	8	0	14
	161	11	3	8
	162	125	0	6
	163	1	4	0
	164	13	2	10
	165	94	2	14
	166	17	3	5
	167	9	0	18
	168	3	0	17
	169	2	3	16
	170	2	0	10
	171	4	1	4
	172	2	3	0
	173	4	3	7
	174	1	2	3
	175	3	3	0
	176	4	3	12
	177	3	3	5
	178	3	3	15
	179	2	2	5
	180	2	1	3

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	181	1	3	18
	182	1	0	0
	183	1	2	2
	184	1	2	3
	185	1	4	16
	186	4	0	16
	187	4	0	17
	188	4	0	10
	189	5	3	12
	190	7	0	14
	191	2	1	15
	192	1	3	0
	193	5	2	2
	194	3	4	11
	195	0	2	4
	196	0	2	5
	197	3	4	2
	198	5	4	5
	199	4	3	8
	200	1	2	19
	201	2	0	8
	202	3	1	3
	203	1	1	5
	204	3	0	2
	205	4	3	2
	206	2	2	1
	207	3	3	5
	208	1	3	11
	209	1	2	0
	210	5	3	17
	211	5	1	4
	212	9	3	9
	213	3	1	15
	214	3	4	7
	215	2	1	16
	216	1	4	2
	217	7	0	12
	218	s2	0	0
	219	9	3	0
	220	1	2	5
	221	3	3	1
	222	7	1	8
	223	7	4	6
	224	5	4	19
	226	5	3	15
	227	3	1	4
	228	5	3	14
	229	2	4	5
	230	95	4	18
	231	2	1	17
	232	3	2	12
	233	2	1	10

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	234	2	2	15
	235	5	1	5
	236	3	2	19
	238	3	2	13
	239	3	4	17
	240	5	3	2
	241	3	1	5
	242	2	0	13
	243	1	0	14
	244	0	3	18
	245	1	1	10
	246	4	1	17
	247	3	1	17
	248	1	3	17
	249	0	3	11
	250	2	1	12
	251	4	2	2
	252	1	4	17
	253	0	2	5
	255	1	4	14
	256	0	0	12
	Total	1697	339	1502

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village	7	1	3	15
NLR	8	77	0	17
GRANT	11	1	1	1
418-662	12	2	0	8
	13	3	3	5
	14	0	4	1
	15	3	2	15
	9	21	0	15
	10	0	4	12
	16	2	2	15
	17	0	4	1
	18	9	3	3
	19	6	3	16
	20	11	4	10
	21	2	3	0
	31	59	4	15
	32	4	4	5
	33	5	3	17
	34	6	3	0
	35	6	0	17
	36	2	3	17
	37	1	4	17
	38	7	3	2
	39	0	1	8
	40	1	1	18
	41	7	3	10
	42	4	2	9

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	43	5	4	5
	44	2	4	7
	45	101	4	5
	46	6	1	3
	47	0	4	13
	48	6	3	9
	49	2	1	2
	50	3	3	1
	51	2	1	11
	52	119	1	14
	53	129	4	7
	54	14	2	7
	55	0	1	0
	56	1	4	12
	57	6	2	4
	58	51	3	17
	59	2	4	18
	60	6	0	13
	61	2	3	17
	62	1	0	10
	63	1	1	1
	64	0	3	2
	65	1	2	0
	66	9	2	2
	67	0	0	13
	68	0	0	10
	69	2	3	4
	70	2	1	1
	71	0	3	4
	72	0	3	10
	73	0	1	12
	74	1	0	9
	75	222	0	1
	76	3	1	12
	77	7	1	3
	78	3	1	1
	79	8	2	2
	80	77	0	16
	110	2	2	0
	111	1	1	12
	112	1	2	1
	113	0	0	13
	114	0	4	0
	115	0	0	10
	116	2	1	1
	117	0	4	8
	118	4	0	18
	119	1	0	9
	120	1	3	5
	121	3	1	17
	122	1	3	2
	123	1	0	0

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	124	4	0	2
	125	1	1	6
	126	1	0	17
	127	6	3	11
	128	0	4	8
	129	3	4	6
	130	0	1	14
	131	3	1	0
	132	0	3	0
	133	2	3	6
	134	1	4	2
	135	3	1	12
	136	15	0	18
	137	1	2	0
	138	0	3	2
	139	0	0	14
	140	1	2	11
	141	0	2	13
	142	1	2	10
	143	3	0	14
	144	1	2	15
	145	15	3	11
	146	1	0	1
	147	0	4	0
	148	1	2	5
	149	3	4	3
	150	1	3	5
	151	3	2	1
	152	2	1	7
	153	0	4	11
	154	0	0	9
	155	1	2	13
	156	1	2	2
	157	4	1	10
	158	1	1	2
	159	3	0	6
	160	1	4	18
	161	0	3	10
	162	1	2	9
	163	1	4	0
	164	5	2	3
	165	1	4	2
	166	1	0	10
	167	4	3	19
	168	18	2	10
	169	18	4	7
	170	11	3	7
	171	4	4	5
	172	12	1	13
	173	2	3	2
	174	15	2	1
	175	2	2	0
	176	0	3	13

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	177	1	3	9
	178	0	4	0
	179	2	2	5
	180	2	2	17
	181	13	1	8
	182	0	4	17
	183	1	3	17
	184	0	4	0
	185	2	0	0
	186	3	3	0
	187	4	3	6
	188	3	2	12
	189	1	4	18
	190	1	1	1
	191	4	2	0
	192	2	1	8
	193	3	3	5
	194	4	3	15
	195	3	2	10
	196	2	0	2
	197	0	3	10
	198	0	1	19
	199	4	1	3
	200	2	2	9
	201	1	4	11
	202	2	1	6
	203	0	1	0
	204	2	0	5
	205	5	2	18
	206	3	4	17
	207	19	0	19
	208	1	0	9
	209	2	0	17
	210	2	4	17
	211	0	3	9
	212	0	4	5
	213	4	3	7
	214	2	2	17
	215	3	0	10
	218	0	0	6
	219	3	4	12
	220	5	0	3
	221	2	4	0
	222	30	0	12
	223	1	2	2
	226	10	2	9
	227	1	0	6
	228	0	4	1
	229	2	1	18
	230	2	1	3
	231	8	4	0
	232	8	3	15

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	233	2	0	15
	234	0	4	10
	235	12	0	14
	236	5	2	0
	237	1	1	3
	238	4	0	7
	239	3	0	13
	240	3	4	4
	241	100	3	5
	242	0	4	18
	243	1	3	0
	244	1	1	17
	245	2	4	10
	246	0	4	4
	247	1	0	16
	Total	1539	411	1620

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village	22	2	4	17
NLR	32	0	4	0
GRANT	35	0	1	15
416-660	36	0	1	15
	46	2	3	16
	51	1	1	17
	52	3	4	12
	53	8	1	13
	54	4	2	4
	60	8	4	16
	61	4	1	5
	62	3	2	8
	63	0	3	0
	71	2	2	4
	72	3	1	5
	73	2	4	19
	74	5	2	2
	75	4	4	19
	76	7	4	18
	77	8	1	19
	78	9	0	0
	84	5	4	6
	85	3	4	4
	86	67	2	11
	88	7	4	12
	89	12	4	10
	90	21	0	2
	91	7	4	7
	92	167	3	14
	93	179	0	15
	94	4	0	0
	95	4	0	11
	96	0	1	1

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Signa	Katta	Lessa
	97	2	3	3
	98	0	3	16
	99	1	1	15
	100	0	4	0
	102	0	2	2
	111	1	1	13
	112	0	4	0
	113	3	3	3
	114	6	3	2
	115	2	1	14
	116	3	3	4
	117	0	3	10
	118	0	4	0
	125	1	1	10
	126	1	1	5
	135	3	1	5
	136	3	0	8
	143	0	4	0
	144	3	0	0
	166	3	3	19
	167	19	1	9
	168	3	2	10
	169	0	1	13
	170	0	3	7
	171	2	4	11
	172	0	3	10
	173	0	3	0
	174	0	2	15
	175	0	3	13
	176	1	3	0
	177	1	0	15
	189	2	1	0
	190	0	2	14
	191	0	4	13
	194	0	3	10
	196	0	0	19
	197	0	4	11
	198	46	3	17
	199	24	1	5
	200	5	1	17
	201	1	1	5
	202	1	2	0
	203	2	0	2
	204	3	2	14
	205	1	1	7
	206	3	1	0
	207	2	3	19
	208	3	0	13
	209	2	2	9
	210	2	0	2
	211	1	2	9
	212	23	0	3

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	213	5	0	19
	214	8	3	0
	215	7	3	13
	216	7	0	15
	217	5	4	0
	218	4	3	0
	219	6	3	6
	220	20	2	9
	221	6	4	0
	222	2	3	2
	223	5	4	12
	224	5	2	15
	225	17		2
	226	3	0	4
	227	1	0	0
	228	45	2	5
	229	1	4	18
	230	29	2	19
	231	1	3	18
	232	9	4	7
	233	1	1	0
	234	11	3	0
	235	3	3	0
	236	3	1	18
	237	2	1	8
	251	4	2	11
	254	1	2	11
	255	3	1	12
	256	37	4	10
	257	1	2	11
	258	25	0	15
	259	1	0	2
	260	1	3	0
	261	2	3	12
	262	118	1	14
	263	7	1	18
	377	2	3	5
	378	18	0	5
	379	13	0	11
	380	12	0	3
	381	8	2	5
	382	9	3	5
	383	20	1	15
	384	1	4	5
	385	35	4	12
	386	2	0	16
	387	37	0	1
	388	7	2	7
	389	3	4	6
	390	1	4	2
	391	4	2	8
	392	11	1	5

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	393	10	2	7
	394	0	4	19
	395	1	0	15
	396	0	4	3
	397	0	0	17
	438	9	2	14
	439	7	2	2
	Total	1357	295	1223

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village	1	159	0	6
NLR	2	5	2	17
GRANT	3	123	3	4
417-661	265	0	0	18
	267	1	4	19
	268	7	3	16
	269	1	2	2
	270	12	2	11
	271	2	1	10
	277	4	4	7
	278	4	1	12
	280	3	0	4
	281	1	0	5
	282	1	1	1
	284	0	3	10
	291	4	4	4
	292	2	4	1
	293	67	4	17
	294	3	1	6
	297	4	3	5
	298	3	0	16
	310	4	4	10
	311	8	3	16
	312	8	2	10
	313	5	3	5
	314	0	3	0
	315	7	0	15
	316	1	1	15
	317	5	2	3
	318	9	3	4
	332	1	2	2
	333	5	3	12
	334	10	2	11
	335	3	0	8
	336	1	0	10
	337	2	1	13
	338	1	1	0
	339	3	1	6
	340	3	0	1
	341	2	0	5
	342	0	2	8

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	343	0	1	19
	344	0	1	9
	345	2	0	19
	346	2	2	7
	347	1	2	7
	348	3	1	16
	349	0	1	8
	350	0	0	11
	351	0	1	5
	352	0	2	11
	353	0	1	1
	354	2	3	6
	355	0	4	18
	356	1	2	9
	357	0	2	9
	358	1	3	4
	359	6	1	10
	360	1	4	13
	361	2	0	11
	362	2	2	3
	363	0	4	8
	364	0	2	7
	365	0	2	18
	366	8	2	2
	367	2	4	3
	368	0	2	10
	369	18	2	16
	370	5	0	6
	371	3	1	11
	372	398	3	14
	374	231	2	0
	375	3	4	5
	376	31	0	15
	398	1	4	9
	399	0	0	6
	400	1	3	5
	401	5	3	1
	402	2	0	0
	403	3	0	8
	404	6	4	9
	405	0	1	13
	406	2	3	18
	407	1	1	13
	408	25	0	12
	409	2	3	4
	410	12	0	12
	411	5	4	12
	412	0	1	11
	413	3	3	9
	414	3	1	4
	415	11	1	5
	416	3	3	1
	417	1	2	16

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	418	0	4	19
	419	0	1	7
	420	0	4	16
	421	0	3	10
	422	0	0	18
	423	1	4	16
	424	0	2	10
	425	0	4	17
	426	0	2	9
	427	0	2	7
	428	0	2	11
	429	0	3	17
	430	1	3	17
	431	0	4	2
	432	0	4	12
	433	0	3	2
	434	0	4	9
	435	10	0	0
	436	2	1	16
	437	0	1	0
	441	3	1	5
	442	8	0	6
	Total	1321	226	1057

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village	2	76	2	3
NLR	3	1	4	18
GRANT	4	87	0	18
414-658	5	15	1	13
	6	7	4	5
	7	1	1	2
	8	12	3	4
	9	4	4	18
	10	30	4	8
	11	2	0	18
	69	2	1	2
	70	2	3	3
	71	2	2	15
	72	3	4	5
	73	2	0	11
	74	1	0	10
	75	3	0	1
	76	2	4	14
	77	1	0	14
	78	1	1	9
	79	1	3	1
	80	1	4	11
	81	2	3	17
	82	11	4	14
	83	14	1	18
	84	5	4	4

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	85	3	2	16
	86	3	0	2
	87	5	0	9
	88	2	2	19
	89	0	3	15
	90	1	3	12
	91	2	1	16
	92	2	4	16
	93	2	2	7
	94	0	3	12
	95	1	3	11
	96	2	3	17
	97	0	3	10
	98	1	2	11
	99	0	3	3
	100	0	4	0
	101	3	2	17
	102	7	3	18
	104	1	0	2
	105	1	0	19
	106	0	3	9
	107	2	2	8
	108	4	3	13
	109	0	4	0
	110	2	0	2
	111	0	3	6
	113	2	1	2
	114	0	3	15
	115	10	3	8
	117	6	3	5
	118	10	2	15
	119	2	3	10
	122	0	1	5
	123	8	0	0
	124	226	0	9
	128	6	2	1
	143	20	3	18
	146	15	3	18
	147	62	2	2
	148	64	1	6
	Total	763	142	640

Annual Patta		7	0	2
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**SUMMARY: Dhunseri Tea Estate**

Dhunseri Tea Estate Situated in the district of Udalguri in Assam Patta No.	Bigha	Katta	Lessa
NLR Grant 415-659	1697	339	1502
NLR Grant 418-662	1539	411	1620
NLR Grant 416-660	1357	295	1223
NLR Grant 417-661	1321	226	1057
NLR Grant 414-658	763	142	640
Annual Patta	7	0	2
Total	6684	1413	6044
Equivalent to	7027	0	4

E. Dilli Tea Estate Situated in the district of Dibrugarh in Assam

Dilli Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	61	17	4	5
Naga hills	62	7	1	4
Mouza:	63	3	1	7
Jeypore	64	5	3	15
NLR	67	39	3	10
Grant	68	49	2	0
313 (A)	69	5	4	19
	70	12	0	15
	71	0	1	19
	72	1	0	19
	73	67	2	12
	74	1	0	11
	75	14	0	0
	76	62	1	1
	77	5	0	0
	202	3	4	0
	203	0	4	0
	204	1	0	0
	205	12	4	0
	89	83	2	11
	90	0	3	4
	91	35	3	4
	92	58	4	6
	93	4	4	10
	94	6	2	15
	95	17	2	9
	96	17	3	2
	97	0	4	3
	98	32	0	4
	99	1	0	3
	100	9	4	16
	101	32	4	7
	102	19	2	15
	103	35	3	19
	104	227	2	12
	105	0	4	2
	106	1	1	1
	107	0	2	19
	108	43	2	6
	109	24	0	16
	110	105	3	18
	111	1	2	12
	112	0	3	13
	114	35	1	13
	113	35	1	0
	115	1	3	9
	116	0	4	11
	117	5	2	1
	118	37	0	13

Dilli Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	119	0	3	15
	120	28	4	0
	121	0	2	8
	122	34	3	14
	123	0	0	16
	124	8	3	1
	127	0	3	19
	128	126	0	6
	156	3	2	19
	195	0	1	10
	Total:	1394	1	9

Dilli Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	82	3	3	0
Naga hills	84	2	0	7
Mouza:	130	5	4	2
Jeypore	131	0	1	12
NLR	132	17	2	6
Grant	133	0	1	19
313 (B)	134	18	4	19
	135	1	4	19
	136	3	4	2
	137	1	1	15
	138	0	1	3
	139	11	3	2
	140	1	0	11
	141	0	0	19
	142	4	1	18
	143	19	3	8
	144	1	2	9
	145	6	2	12
	146	1	0	0
	147	3	3	0
	148	32	3	1
	149	1	2	9
	150	18	4	1
	151	4	2	4
	152	12	3	19
	153	17	0	14
	154	4	1	12
	155	34	3	10
	157	0	2	16
	158	35	4	17
	159	1	1	19
	160	1	1	3
	161	0	0	12
	162	39	3	15
	165	45	3	8
	166	1	0	17
	167	22	0	18

Dilli Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	168	0	4	13
	169	21	0	10
	170	0	2	17
	183	0	0	9
	184	3	4	16
	185	9	0	16
	186	0	3	0
	187	1	2	10
	188	0	1	10
	193	203	4	12
	196	0	4	0
	198	1	3	7
	199	19	1	15
	Total:	619	99	513

Dilli Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	3	320	0	9
Village:	15	9	2	0
Naga hills	16	2	2	7
Mouza:	17	5	4	10
Jeypore	18	0	2	19
NLR	20	27	2	13
Grant	21	14	0	14
313 ( C )	22	18	4	10
	23	7	1	16
	24	17	2	9
	25	41	0	12
	26	4	0	12
	28	7	3	16
	29	0	4	17
	30	44	4	12
	31	0	1	13
	32	2	2	3
	33	14	3	12
	34	0	1	7
	35	4	4	7
	36	0	2	5
	37	22	2	0
	38	0	2	6
	39	12	1	16
	40	0	1	13
	41	15	1	12
	42	0	0	15
	43	1	0	11
	44	0	3	17
	45	10	1	1
	46	127	2	15
	48	52	1	5
	49	82	2	11
	50	14	1	15

Dilli Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	52	4	0	0
	53	0	1	2
	54	9	0	0
	55	0	2	3
	Total	883	63	365
Less: Land acquired by Govt.		260	59	351
	Total	623	4	14
Village: Dilli Mouza: Jeypore T.P.1-NLR Grant No 313	27	5	1	4
	171	19	3	8
	172	0	2	0
	173	0	2	0
	174	2	0	10
	175	0	0	6
	176	32	4	11
	177	1	3	2
	180	4	0	16
	181	1	0	10
	182	0	1	6
	200	0	1	4
	Total	68	0	17
Village : Chaikya Mouza : Jeypore T.P.1	317	9	2	4
	327	25	3	4
	386	7	2	17
	Total	42	3	5
T.P.2	373	93	4	3
Village : Chaikya Mouza : Jeypore Patta No. 92	245	5	0	10
	325	11	0	7
	328	0	1	10
	329	0	1	1
	339	1	1	1
	380	0	1	15
	385	6	2	16
	Total	23	6	60

Village: Panidoria Naga Mouza : Jeypore

Dilli Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
24	172	0	0	5
Village: Duonia Mouza: Jeypore P.P. 7		7	3	15
P.P. 72		6	1	13
Village: Namrup Town Mouza: Jeypore P.P. 7		10	2	8
P.P. 1		8	3	2

Summary: Dilli Tea Estate			
Dilli Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Bigha	Katta	Lessa
313 NLR (A)	1394	1	9
313 NLR (B)	619	99	513
313 NLR (C)	623	4	14
TP 1	68	0	17
TP 1	42	3	5
TP 2	93	4	3
TP 92	23	6	60
PP 24	0	0	5
PP 7	7	3	15
PP 72	6	1	13
PP 7	10	2	8
PP 1	8	3	2
Total	2893	126	664
Equivalent to	2924	4	4

**F. Hatijan Tea Estate situated in the district of Dibrugarh in Assam**

Hatijan Tea Estate situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
WLA No.110	1	3	0	15
Village:	2	3	2	4
Tengaghat	3	1	1	16
Mouza:	4	1	3	7
Tipling	5	128	0	12
	6	2	2	9
	7	65	0	1
	8	9	0	18
	9	12	0	16
	10	78	0	16
	13	3	1	7
	14	220	2	11
	15	354	0	17
	16	21	3	0
	17	4	4	4
	18	6	1	15
	19	102	0	0
	20	6	1	14
	21	23	4	4
	23	425	1	16
	24	51	2	0
	Total (A)	1517	27	202
Village: Bherbheri Gaon Mouza :				
PP No.66	13	13	1	15
AP No.78	8	8	1	13
Govt. Land	5	5	3	0
	Total (B)	26	5	28
	Total (A+B)	1543	32	230
	Equivalent to	1551	3	10

**G. Khagorijan Tea Estate situated in the district of Sivasagar in Assam**

<b>Khagorijan Tea Estate situated in the district of Sivasagar in Assam</b> Patta No.	Dag No.	Bigha	Katta	Lessa		
Patta no.1 Village: Kathiakhunda Mouza:Sapekhati	4	880960	232	3	18	
	3	832	321	2	13	
	204	875	19	2	10	
	82	826	4	3	13	
	206	846,847& 865	14	1	1	
	205	864	2	1	6	
	54	848	5	1	17	
		<b>Total (A)</b>	<b>597</b>	<b>13</b>	<b>78</b>	
	Patta No.2 Village: Dhunia Pathar Mouza : Sapekhati	2	6	175	2	16
		26	20,21	3	4	9
24		13,48,50,53,87	25	0	2	
14		17,43	5	3	6	
13		15	2	2	16	
10		44,45,55 to 58,81	14	0	3	
9		12	3	1	17	
7		5	69	0	0	
		<b>Total (B)</b>	<b>296</b>	<b>12</b>	<b>69</b>	
		<b>Total (A+B)</b>	<b>893</b>	<b>25</b>	<b>147</b>	
	Equivalent to	899	2	7		

**H. Khetojan Tea Estate situated in the district of Tinsukia in Assam**

<b>Khetojan Tea Estate situated in the district of Tinsukia in Assam</b> Patta No.	Dag No.	Bigha	Katta	Lessa
Village: Khetojan Mouza: Tipling NLR Grant No 333 Tipling	6 (Part)	215	3	19
	7	91	0	17
	8	8	2	0
	9	64	2	0
	10	2	1	6
	11	2	3	0
	12	0	3	8
	13	2	1	7
	14	89	4	16
	15	9	0	2
	17	0	3	10
	18	14	2	4
	19	0	2	0
	20	209	0	6
	21	15	2	4
	22	1	1	14
	23	101	0	19
	38	1	4	7
	39	4	2	15
	40	4	0	10
	41	0	4	15
	42	5	4	7
	<b>Total</b>	<b>836</b>	<b>43</b>	<b>186</b>
	Equivalent to	846	2	6

I.Orang Tea Estate situated in the district of Udalguri in Assam

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
1	115	3	0	5
Village:	116	1	4	15
Gohaibheti	121	0	0	12
Mouza:	122	2	0	17
Orang	124	0	0	15
	128	0	0	5
	129	3	0	0
	138	0	3	10
	143	1	0	0
	144	1	0	15
	148	1	3	6
	149	2	0	3
	150	2	3	11
	151	0	1	15
	152	3	4	15
	153	1	1	0
	154	1	4	0
	155	1	0	7
	156	2	2	2
	157	4	3	5
	158	1	4	0
	159	1	2	14
	160	1	2	12
	161	0	3	10
	162	0	4	12
	163	1	4	16
	164	0	1	2
	165	1	2	17
	166	3	0	15
	167	2	3	13
	168	3	1	4
	169	4	2	15
	170	4	3	0
	171	0	4	10
	172	1	2	17
	173	4	4	0
	174	1	2	3
	175	0	4	3
	176	0	2	12
	177	1	0	10
	178	1	0	3
	179	5	1	0
	180	1	0	0
	181	2	4	18
	182	1	1	10
	183	2	3	2
	184	1	2	9
	185	0	2	10
	186	0	4	0
	187	0	4	10
	188	1	0	17

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	189	1	4	17
	190	1	3	11
	191	0	4	0
	192	2	0	19
	193	1	0	3
	194	2	1	7
	195	0	2	10
	196	0	3	15
	197	1	3	7
	198	0	3	9
	199	1	1	8
	200	1	1	1
	201	1	0	17
	202	1	0	5
	203	2	0	17
	204	4	1	3
	205	1	2	12
	206	1	4	3
	207	1	1	2
	208	5	3	5
	209	3	0	3
	210	5	1	5
	211	77	0	15
	212	2	0	0
	213	2	1	10
	214	2	3	0
	215	1	3	19
	216	1	2	0
	219	2	1	0
	225	1	3	6
	228	0	0	8
	231	1	3	15
	233	51	0	1
	236	2	3	10
	237	8	0	17
	238	5	4	11
	239	4	0	0
	240	52	1	13
	251	90	2	2
	310	0	2	0
	331	0	1	12
	333	3	0	14
	Total	408	164	754

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	1	2	4	9
Orang Bagan	2	3	0	1
No.2	3	0	3	9
Mouza:	4	1	4	13
Orang	5	3	2	14
NLR	6	3	4	3

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Grant 387-684	7	3	1	5
	8	0	4	4
	9	1	1	0
	10	0	4	5
	11	3	2	3
	12	2	3	19
	13	6	2	3
	14	3	4	2
	15	90	0	11
	16	1	3	17
	17	1	2	1
	18	0	0	16
	19	0	1	0
	20	22	1	13
	21	1	3	3
	22	179	4	16
	23	4	4	1
	24	2	1	5
	25	2	0	9
	26	3	4	13
	27	4	4	18
	28	1	3	6
	29	1	3	9
	30	4	0	15
	31	51	3	5
	32	3	2	18
	33	0	4	14
	34	1	2	5
	35	1	3	2
	36	6	2	5
	37	11	1	13
	38	17	2	2
	39	4	0	18
	40	7	1	13
	41	10	3	17
	42	2	3	16
	43	44	4	18
	44	8	3	6
	45	102	0	16
	46	5	3	19
	47	0	2	6
	48	2	2	7
	49	117	3	7
	50	6	4	15
	51	42	1	2
	52	62	0	9
	53	2	2	2
	54	3	3	3
	55	94	2	14
	56	2	1	18
	57	47	3	5
Total		994	130	518

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Village:	1	44	2	10
Orang	2	58	1	2
Bagan no.3	3	3	3	10
Mouza:	4	2	1	12
Orang	5	0	2	2
NLR	6	2	4	0
Grant	7	2	1	10
387-684	8	1	1	9
	9	2	0	18
	10	1	4	11
	11	13	3	13
	12	5	4	19
	13	1	2	5
	14	1	4	15
	15	2	4	4
	16	3	3	12
	17	1	3	11
	18	3	0	17
	19	0	4	10
	20	25	4	15
	21	20	4	0
	22	12	2	19
	23	0	1	9
	24	4	2	4
	25	40	0	9
	26	2	1	9
	27	37	2	11
	28	1	2	6
	29	1	2	1
	30	29	3	13
	31	75	1	12
	32	0	3	13
	33	18	1	13
	34	22	0	10
	35	3	2	7
	36	40	4	7
	37	32	4	10
	38	2	2	12
	39	25	2	0
	40	2	0	0
	41	30	1	17
	42	2	0	4
	43	0	4	6
	44	5	4	10
	45	14	4	14
	46	15	2	15
	47	2	1	14
	48	0	2	5
	49	15	0	15
	50	6	0	17
	51	3	2	7

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	52	0	0	3
	53	6	1	0
	54	0	2	13
	55	0	1	3
	56	5	3	13
	57	7	4	0
	58	0	1	17
	59	1	3	13
	60	2	0	11
	61	2	2	9
	62	0	2	14
	63	4	2	12
	64	2	4	15
	65	3	0	5
	66	2	3	2
	67	1	2	5
	68	3	0	3
	69	1	2	10
	70	1	2	19
	71	4	2	4
	72	2	2	0
	73	2	2	10
	74	0	4	5
	75	69	3	0
	76	3	0	7
	77	1	2	0
	78	3	4	3
	79	2	1	7
	80	2	0	13
	81	3	2	5
	82	3	1	12
	83	10	0	17
	84	1	3	13
	85	4	4	0
	86	2	4	7
	87	3	3	2
	88	3	1	10
	89	3	0	2
	90	1	2	9
	91	1	1	12
	92	27	0	2
	93	3	2	10
	94	2	3	7
	95	2	2	11
	96	3	0	5
	97	18	4	0
	98	7	3	3
	99	4	1	0
	100	17	1	8
	101	1	4	4
	102	4	2	5
	103	1	3	5
	104	6	2	17

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	105	4	0	12
	106	13	4	0
	107	3	0	3
	108	4	4	5
	109	17	3	3
	110	1	2	11
	111	3	0	15
	112	8	2	6
	113	61	4	19
	114	1	4	4
	115	76	2	18
	116	0	2	15
	117	1	2	0
	118	1	2	19
	119	3	3	1
	120	25	0	14
	121	4	0	5
	122	15	4	1
	123	0	1	5
	124	1	0	17
	125	0	2	8
		1124	251	1057

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
SPK No.1 Village :Orang Bagan No 4 Mouza :Orang	1	0	3	0
	2	1	1	12
	3	2	4	0
	4	2	2	0
	5	1	1	15
	6	3	3	18
	7	3	1	7
	8	2	3	4
	9	2	0	5
	10	2	0	1
	11	1	2	16
	12	1	1	0
	13	1	3	7
	14	4	3	10
	15	0	2	16
	16	29	1	14
	17	2	0	10
	18	3	2	15
	19	1	2	2
	20	1	2	4
	21	1	4	10
	22	2	1	3
	23	2	1	18
	24	4	3	4
	25	1	4	3
	26	1	3	4
	27	3	2	8

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	28	3	1	10
	29	3	0	4
	30	3	4	18
	31	2	0	7
	32	1	1	8
	33	3	2	5
	34	1	4	11
	35	0	3	13
	36	2	4	4
	37	3	2	0
	38	3	1	0
	39	1	3	10
	40	1	2	19
	41	3	1	15
	42	2	4	12
	43	0	1	8
	44	2	4	10
	45	2	2	15
	46	0	4	7
	47	3	1	10
	48	2	4	3
	49	3	4	5
	50	2	4	12
	51	3	0	17
	52	3	1	15
	53	2	4	15
	54	44	3	9
	55	1	1	17
	56	1	2	7
	57	3	0	4
	58	3	1	10
	59	1	4	5
	60	2	3	10
	61	1	4	9
	62	1	3	16
	63	4	3	11
	64	3	0	19
	65	3	2	14
	66	3	3	5
	67	1	2	1
	68	1	1	5
	69	2	3	18
	70	0	1	2
	71	0	1	8
	72	0	0	2
	73	2	3	7
	74	3	0	7
	75	4	1	11
	76	3	2	8
	77	1	2	17
	78	5	0	16
	79	5	1	15

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	80	4	2	8
	81	0	4	6
	82	1	2	7
	83	1	3	10
	84	1	4	1
	85	1	3	19
	86	3	0	5
	87	1	0	7
	88	1	3	10
	89	3	0	12
	90	1	3	4
	91	3	3	0
	92	3	2	6
	93	3	3	4
	94	3	4	15
	95	2	1	0
	96	2	1	17
	97	3	2	7
	98	2	2	0
	99	3	0	0
	100	3	4	3
	101	3	4	12
	102	4	0	0
	103	3	3	13
	104	3	3	14
	105	1	4	0
	106	3	0	3
	107	0	3	14
	108	3	0	12
	109	2	1	8
	110	2	1	8
	111	3	1	2
	112	2	0	16
	113	3	4	15
	114	3	1	5
	115	2	2	4
	116	1	2	0
	117	1	3	14
	118	1	4	16
	119	2	4	10
	120	1	3	10
	121	3	1	15
	122	2	2	17
	123	2	0	2
	124	3	1	0
	125	3	0	5
	126	2	0	7
	127	7	0	8
	128	1	4	10
	129	3	0	4
	130	1	2	0
	131	1	2	1

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	132	1	4	12
	133	1	2	8
	134	3	0	9
	135	0	3	1
	136	1	2	4
	137	49	1	12
	139	6	0	5
	140	1	3	10
	141	1	2	11
	142	1	3	16
	143	2	0	4
	144	2	4	18
	145	3	1	19
	146	1	1	7
	147	1	3	1
	148	2	2	15
	149	2	3	16
	150	3	2	8
	151	3	4	7
	152	3	3	0
	153	3	0	14
	154	3	2	2
	155	4	2	3
	156	1	0	5
	157	4	1	13
	158	1	1	5
	159	2	2	13
	160	2	1	0
	161	1	0	10
	162	1	2	0
	163	2	1	3
	164	0	0	10
	165	0	4	3
	Total	450	321	1370

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	2	9	3	0
Village:	3	56	2	14
Orang	4	25	0	8
Bagan no.5	5	6	2	8
Mouza:	6	83	1	8
Orang	7	0	0	12
NLR	8	44	1	10
GRANT	13	50	1	7
387-684	14	4	4	19
	17	2	0	1
	18	33	0	14
	19	14	1	7
	20	8	0	10
	21	0	0	15
	22	1	3	6

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	23	35	0	7
	24	2	1	0
	25	3	3	0
	26	1	0	15
	27	7	3	11
	28	84	3	3
	29	7	0	19
	30	15	0	7
	31	77	4	9
	32	0	1	10
	33	0	2	9
	37	6	3	16
	38	3	0	17
	39	4	1	18
	40	0	2	18
	41	2	2	12
	42	5	0	9
	43	0	1	18
	44	0	3	5
	45	0	3	12
	47	0	2	3
	51	3	3	6
	53	5	0	12
	54	0	3	0
	58	0	3	15
	59	23	2	11
	60	14	0	15
	61	3	0	13
	62	1	0	10
	63	1	0	1
	64	2	2	2
	65	13	4	5
	66	8	1	16
	67	2	3	1
	68	10	0	11
	69	0	3	1
	70	3	1	1
	71	0	3	1
	72	1	3	0
	73	2	2	14
	74	0	4	0
	75	43	3	2
	76	47	4	9
	77	2	3	16
	78	4	1	1
	79	14	1	10
	80	1	3	2
	81	16	1	18
	82	7	1	12
	83	48	3	7
	84	32	1	9
	85	130	4	0

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	86	2	3	17
	87	1	4	1
	88	2	2	3
	89	1	1	6
	90	0	4	19
	91	0	1	2
	92	1	0	10
	93	0	4	12
	94	3	4	15
	95	1	4	17
	96	0	2	0
	97	3	1	1
	98	1	3	3
	99	3	3	13
	100	1	3	0
	101	1	1	2
	102	12	1	8
	103	0	2	16
	Total	1053	160	723

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
SPK.No.1	1	8	3	9
Village:	2	30	2	6
Orang	3	4	2	16
Bagan no.5	12	37	3	1
Mouza :	15	1	3	4
Orang	16	21	0	14
	Total	101	13	50

Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
Gohainbheti		29	3	8
Baligaon		19	0	7
Nichilamari		147	2	18
	Total	195	5	33

SUMMARY : Orang Tea Estate			
Orang Tea Estate situated in the district of Udalguri in Assam Patta No.	Bigha	Katta	Lessa
1	408	164	754
NLR Grant 387-684	994	130	518
NLR Grant 387-684	1124	251	1057
SPK No.1	450	321	1370
NLR Grant 387-684	1053	160	723
SPK No.1	101	13	50
Gohainbheti	29	3	8
Baligaon	19	0	7
Nichilamari	147	2	18
Total	4325	1044	4505
Equivalent to	4578	4	5

J. Santi Tea Estate Situated in the district of Dibrugarh in Assam

Santi Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
P.P.I	3	61	3	5
Village:	4	5	0	3
Chapatolli	70	0	1	3
Mouza	81	5	4	16
Tipling	82	6	0	14
	83	10	3	18
	84	1	4	0
	85	4	3	8
	86	2	3	8
	87	15	4	5
	88	3	2	16
	92	2	3	16
	93	7	1	3
	154	9	3	5
	155	0	2	18
	156	0	4	16
	157	0	1	6
	Total	130	41	160

Santi Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
PP	4	293	0	17
Grant	5	134	0	2
No. 78	6	24	4	1
Village:	7	17	4	0
Darkhast	8	203	1	4
Mouza :	9	42	2	15
Tipling	10	5	3	4
	11	3	1	2
	12	7	2	0
	13	18	4	13
	14	4	2	0
	15	24	0	8
	16	12	3	13
	17	0	1	13
	18	0	3	5
	19	0	2	9
	20	0	4	5
	21	0	2	14
	22	265	3	18
	23	1	3	0
	24	9	1	15
	25	242	4	1
	26	2	3	12
	29	1	1	0
	30	9	3	4
	31	3	0	12
	32	105	4	0
	33	0	0	6
	34	0	1	1

Santi Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
	35	6	0	9
	36	1	0	1
	38	4	4	2
	39	0	1	10
	40	0	2	1
	42	19	2	15
	Total	1453	70	232

Santi Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Dag No.	Bigha	Katta	Lessa
A.P.68		12	3	70
A.P.I		38	2	15
Touzi	TB 116/117	24	4	1
Touzi(Govt.)	T.B 78	5	1	6

Summary: Santi Tea Estate			
Santi Tea Estate Situated in the district of Dibrugarh in Assam Patta No.	Bigha	Katta	Lessa
PPI	130	41	160
Grant No. 78	1453	70	232
A.P.68	12	3	70
A.P.I	38	2	15
Touzi	24	4	1
Touzi(Govt.)	5	1	6
Total	1662	121	484
Equivalent to	1691	0	4

- K. All factory, non-factory buildings, bungalows, staff quarters, labour quarters, office buildings and other buildings situate and lying at the said Bahadur, Bahipookri, Bettybari, Dhunseri, Dilli, Hatijan, Khagorijan, Khetojan, Orang and Santi Tea Estates in the state of Assam.

### PART III

(Short description of stocks, shares, debentures and other choses in action of Tea Division of DPTL)

- Movables specified in Clause 4.2 of the Scheme are transferable to DTIL as provided therein.
- Investments in shares and securities including the following: -

A- Investment in Subsidiaries	Face Value	No. of Shares
Dhunseri Petrochem & Tea Pte Ltd	USD 1	11180816
B. Current Investments	Face Value	No. of Units
Investments in Mutual Funds		
HDFC FMP 370D April 2014(1) Series 31-Regular-Growth	Rs. 10	16284150

- Licences, approvals and registrations, including the following:

Sl. No.	Particulars	Reference No.
1	VAT/TIN	
	Dhunseri	18030022581
	Bahipookri	18150027853
	Bettybari	18800020269
	Orang	18390025005
	Dilli	18230018982
	Bahadur	18410003557
	Santi	18320018690
	Hatijan	18210139079
	Khagorijan	18830034560
	Kolkata Office	19413188024
	Jaipur	08832152426

<b>2</b>	<b>Service Tax</b>	<b>Regn. No. ,Range, Division &amp; Commissionerate</b>
	Dhunseri	AABCD1597KST001,Dhekiajuli,Tezpur,Guwahati
	Bahipookri	AABCD1597KSD012,Mangaldai,Tezpur, Guwahati
	Bettybari	AABCD1597KSD014,Mangaldai,Tezpur, Guwahati
	Orang	AABCD1597KSD013, Mangaldai,Tezpur. Guwahati
	Dilli	AABCD1597KST005,NAHARKATIA - II,Dibrugarh,Dibrugarh
	Bahadur	AABCD1597KST002,Tinsukia,Tinsukia,Dibrugarh
	Santi	AABCD1597KST003,Duliajan,Dibrugarh,Dibrugarh
	Hatijan	AABCD1597KSD018,DULIAJAN,DIBRUGARH,Dibrugarh
	Khagorijan	AABCD1597KST006,Sivsagar,Jorhat,Dibrugarh
	Kolkata Office	AABCD1597KSD019;RANGE-III; SERVICE TAX DIVISION-III-KOLKATA (ST); SERVICE TAX - KOLKATA
	Jaipur	AABCD1597KST004; SERVICE TAX RANGE-1; SERVICE TAX DIVISION-JAIPUR-1; JAIPUR-1
<b>3</b>	<b>TAN</b>	
	Dhunseri	5HLD00438E
	Bahipookri	SHLM00513C
	Bettybari	SHLT00330B
	Orang	SHL000227D
	Dilli	SHLT00008B
	Santi	S-0128/C(c) /DJN
	Khagorijan	SBR/SL/TAN-29
	Kolkata Office	CALD02820G
	Jaipur	JPRD02518F
<b>4</b>	<b>Sales Tax -CST R.C.</b>	
	Dhunseri	18349918291
	Bahipookri	18709918190
	Bettybari	18859918156
	Orang	18639918277
	Dilli	18229918454
	Bahadur	18769918448
	Santi	18049918456
	Hatijan	18749933300
	Khagorijan	18379919875
	Kolkata Office	19413188218
<b>5</b>	<b>Profession Tax</b>	<b>Registration No. &amp; Enrolment No.</b>
	Dhunseri	MLD-PT(F)/D-1; MLD-PT(F)/D-1
	Bahipookri	TT/MGL/958; TT/MGL/958
	Bettybari	DME-10/S2/19; 19
	Orang	0028-00107
	Bahadur	NHK/22;
	Kolkata Office	RCS-112335
<b>6</b>	<b>Entry Tax RC</b>	
	Dhunseri	MLD/ETX/0006
	Bahipookri	MGL/TE-14
	Bettybari	MLG/ET-17
	Orang	18508803750
	Dilli	18608803598
	Bahadur	18518803599
	Santi	18498803610
	Hatijan	18358804269
	Khagorijan	18598803167

7	Central Excise	ECC Code No., Range, Division & Commissionerate
	Dhunseri	AABCD1597KXM001, Dhekiajuli, Tezpur, Guwahati
	Bahipookri	AABCD1597KEM012, Mangaldai, Tezpur, Guwahati
	Bettybari	AAACT9789/XM/02, Mangaldai, Tezpur, Guwahati
	Orang	AAACT9789NXM001, Mangaldai, Tezpur, Guwahati
	Dilli	AABCD1597KXM007, Naharkatia, Dibrugarh, Dibrugarh
	Bahadur	AABCD1597KXM004, Tinsukia, Tinsukia, Dibrugarh
	Santi	AABCD1597KXM001, Duliajan, Dibrugarh, Dibrugarh
	Hatijan	AABCD1957KEM018, Duliajan, Dibrugarh, Dibrugarh
	Khagorijan	AABCD1597KXM005, Sonari, Jorhat, Dibrugarh
8	G.L.Cess RC	
	Dhunseri	DM/TSPL-06/91
	Bahipookri	DM/TSPL-01/91
	Bettybari	MGL/TSPL-11
	Drang	MGL/TSPL-11/91
	Dilli	18759200169
	Bahadur	NHK:007
	Santi	NHK/AT (SL) R/38
	Hatijan	ATSINHR/SLD/0020
	Khagorijan	SIB/TSL/36
	Khetojan	NHA/SLD/0046
9	Tea Board	Garden Registration No., TCMCO, 1984 Regn.No. & Tea Waste Licence
	Dhunseri	2341, RC-522 & TW-1072
	Bahipookri	J-22, RC-264 & TW-1193
	Bettybari	J-21, RC-1277 & TW-2560
	Orang	23, RC-265 & TW-1194
	Dilli	194, RC-521 & TW-2067
	Bahadur	272, RC-1358 & TW-2708
	Santi	354, RC-1434 & TW-2860
	Hatijan	237, RC-1962 & TW-3480
	Khagorijan	304, RC-829 & TW-2865
	Khetojan	267, NA
10	Factory	Licence No. & Regn. Cert. No.
	Dhunseri	UDA/23 & 2341
	Bahipookri	UDA/47 & 061002/MLD/92(TEA)
	Bettybari	UDA/46 & 1277
	Orang	UDA/25 & 061003/MLD/92(TEA)
	Dilli	DIB/50 & RC-521
	Bahadur	1544/44 & TSK/44
	Santi	DIB/322
	Hatijan	DIB/564 & 5564
	Khagorijan	SIB/42 & N/A
11	Explosives License, Petro - Licence, HSD - Licence	
	Dhunseri	P/EC/AS/16/34(P117946) P/HQ/AS/15/143(P597)
	Bahipookri	P/EC/AS/116/89(P118115), P/HQ/AS/15/136(P577)
	Bettybari	P/HQ/AS/15/363(P1254)
	Orang	P/EC/AS/16/129(P144953)(class-A), P/HQ/AS/15/29(P392)(class-B)
	Dilli	P/EC/AS/16/91(P118120)
	Bahadur	B-1290 & B-1291
	Khagorijan	NOC No. A/P/EG/AS/15/20(P199239)

12	<b>Govt. Of Assam- Office of the Director - Fire &amp; Emergency Services</b>	
	Dhunseri	Valid upto 31.03.15
	Bahipookri	Valid upto 31.03.15
	Bettybari	Valid upto 31.03.15
	Orang	Applied for validity upto 31.03.15
	Dilli	For 2014-15 application submitted on 31.03.14
	Santi	Valid upto 31.03.15
	Hatijan	Valid upto 31.03.15
	Khagorijan	Valid upto 31.03.15
13	<b>Pollution Control Board - Consent to operate under Water (Prevention &amp; Control of Pollution) Act, 1974/Air (Prevention &amp; Control of Pollution) Act, 1981</b>	
	Dhunseri	Applied for 2014-15 (Includes Hospital Pollution also)
	Bahipookri	Applied for 2014-15 (Includes Hospital Pollution also)
	Bettybari	Valid for 2013-14
	Orang	Applied for 2014-15 (Includes Hospital Pollution also)
	Dilli	Applied for 2014-15
	Bahadur	Applied for 2014-15
	Santi	Applied for 2014-15
	Hatijan	Applied for 2014-15
	Khagorijan	Valid for 2014-15
14	<b>NOC of Fire Preventive &amp; means of measure</b>	
	Dhunseri	Application for NOC upto 31.03.15 submitted on 01.04.14
	Bahipookri	Application for NOC upto 31.03.15 submitted on 31.03.14
	Bettybari	Application for NOC upto 31.03.15 submitted vide letter dt. 21.02.14
	Santi	Applied for validity upto 31.03.15
15	<b>Certificate of Stability</b>	
	Dhunseri	Plans approved by The Chief Inspector of Factories vide his letter No. UDA/23/4992 dt. 02.07.11 (Issued on 03.12.11)
	Bahipookri	Plans approved by The Chief Inspector of Factories vide his letter No. UDA/47/3593 dt. 26.05.11 (Issued on 23.11.11)
	Bettybari	Plans approved by The Chief Inspector of Factories vide his letter No. UDA/46/3009 dt. 11.05.11 (Issued on 03.12.11)
	Orang	Plans approved by The Chief Inspector of Factories vide his letter No. UDA/25/5659 dt. 22.07.11 (Issued on 04.11.11)
	Dilli	Plans approved by The Chief Inspector of Factories vide his letter No. DIB/50/4455 dt. 10.04.12 (Issued on 08.05.12)
	Bahadur	Plans approved by The Chief Inspector of Factories vide his letter No. TSK/44/5357 dt. 15.07.11 (Issued on 03.01.12)
	Santi	Approval letter no. DIB/322/4700 dt 23.06.11 (Issued on 03.01.12)
	Hatijan	Plans approved by The Chief Inspector of Factories vide his letter No. DIB/564/14058 dt. 27.11.12 (Issued on 01.12.12)
	Khagorijan	Plans approved by The Chief Inspector of Factories vide his letter No. SIB/42/2826 dt. 06.05.11 (Issued on 03.01.12)
16	<b>Food Adultration -FSSAI</b>	
	Dhunseri	10012071000086
	Bahipookri	10013071000342
	Bettybari	10012071000186
	Orang	10013071000432
	Dilli	10012071000055
	Bahadur	10012071000317
	Santi	10012071000158
	Hatijan	10013071000363
	Khagorijan	10012071000197
	Kolkata Office	10012031000296
	Jaipur	10013013000568

<b>17</b>	<b>ASEB Consumer No.</b>	
	Dhunseri	0861200600000005
	Bahipookri	0861200600000006
	Bettybari	0861200600000002
	Orang	0861200600000001
	Dilli	2100500700000884
	Bahadur	2260100200000263
	Santi	2100403400000684
	Hatijan	2100403400000683
	Khagorijan	1960110400000027
	Khetojan	2170101700806860
<b>18</b>	<b>AGCL Consumer No.</b>	
	Dilli	11-TEA-DIL10
	Bahadur	Tingri Gas Grid
	Santi	17-TEA-SAN01
	Hatijan	Tingri Gas Grid
	Khagorijan	15-TEA-KHA16
<b>19</b>	<b>Provident Fund Enrollement No.</b>	
	Dhunseri	D-36
	Bahipookri	D-6
	Bettybari	D-14
	Orang	D-75
	Dilli	E-49
	Bahadur	E-09
	Santi	E-166
	Hatijan	(L-89) E/72
	Khagorijan	S-147
	Khetojan	E-98
	Kolkata Office	WBPRB00422320000000017
<b>20.</b>	<b>ISO Certification</b>	
	Dhunseri	109027-2012-AFSNS-IND-RvA
	Bahipookri	109022-2012-AFSNS-IND-RvA
	Bettybari	109024-2012-AFSNS-IND-RvA
	Orang	108455-2011-AFSNS-IND-RvA
	Dilli	130531-CCI-2013-AFSNS-IND-RvA
	Bahadur	102439-2011-AFSNS-IND-RvA
	Santi	130531-2013-AFSNS-IND-RvA
	Hatijan	136702-2013-AFSNS-IND-RvA
	Khagorijan	102436-2011-AFSNS-IND-RvA

**SECTION - B**

Schedule of Assets of IT SEZ Division of Dhunseri Petrochem & Tea Ltd. to be transferred to Dhunseri Infrastructure Ltd. as on 1<sup>st</sup> April 2014:

**PART I**

(Short Description of freehold property of IT SEZ Division of DPTL)

NIL

**PART II**

(Short Description of leasehold property of IT SEZ Division of DPTL)

All those pieces or parcels of land admeasuring 3.03 Acres at J.L. No.35, Mouza-Gangapur at KITPA at Basanti Highway in the Information Technology/ Information Technology Enabled Services (IT/ITES) Special Economic Zone at Bantala within the jurisdiction of Kolkata Leather Complex (previously Bhangar), Police Station under Sub-Registry office at Alipore, District 24-Parganas (South) in the State of West Bengal, short particulars whereof are as under:

Sl. No.	Plot No.	Area (Acres)
1	207(P)	1.04
2	208/395(P)	0.49
3	208/353(P)	0.12
4	209(P)	0.05
5	210(P)	0.24
6	211(P)	0.13
7	212(P)	0.52
8	236(P)	0.30
9	237(P)	0.03
10	239/334(P)	0.11
	<b>Total: -</b>	<b>3.03</b>

**PART III**

(Short description of stocks, shares, debentures and other choses in action of IT SEZ Division of DPTL)

- Movables specified in Clause 14.2 of the Scheme are transferable to DIL as provided therein.
- Licences, clearances, registrations, approvals and applications, including the following: -

Sl. No.	Particulars	Reference No.	Date
1	<b>Clearance of Building Plans</b> Phase 1 : a. The Director, Statutory Planning Unit, Kolkata Metropolitan Development Authority, Unnayan Bhavan, Bidhannagar, Kolkata-700091 b. South Twenty Four Parganas Zilla Parishad New Administrative Building (2 <sup>nd</sup> Floor) 12, Biplabi Kanai Bhattacharya Sarani Kolkata 700027 Phase 2 : (Application Submitted) a. The Director, Statutory Planning Unit, Kolkata Metropolitan Development Authority, Unnayan Bhavan, Bidhannagar, Kolkata-700091 b. South Twenty Four Parganas Zilla Parishad New Administrative Building (2 <sup>nd</sup> Floor) 12, Biplabi Kanai Bhattacharya Sarani Kolkata 700027	395/KMDA/SP-41 (69)  557/1(1)/CLC  974/KMDA/DP/SP-73  2481/2P/Engg/BP/KLC/1 1	23/01/2008  05/11/2008  16/01/2013  11/11/2011
2	<b>N.O.C from Director West Bengal Fire and Emergency Services</b> Phase 1 : Phase 2 :	WBFES/4309/10/24Pgs(S)-OB/376/07(383/07)  WBFES/DG/FP/662/11/24Pgs(S)-OB/376/07(383/07)	26/08/2010  25/11/2011
3	Approval as Co-Developer in IT/ITES Special Economic Zone at Twenty Four Parganas (South) West Bengal issued by Ministry of Commerce & Industries (SEZ Section) New Delhi  Extension of validity of Letter of Approval issued by the Development Commissioner	F.2/89/2005-EPZ  5(37)/IT-ITES/2011/784	07/06/2008  03/06/2011
4	Acceptance of Bond cum Legal Undertaking under SEZ Rules 2006 in pursuance of LOA by the Development Commissioner, Special Economic Zone (IT/ITES), Eastern Region, Ministry of Commerce & Industry, Govt. Of India	SEZ/IT-ITES/ER/D-14/2008/23	06/10/2008

5	Exemption Certificate for payment of Customs Duty, Excise Duty, Service Tax & Central Sales Tax issued by the Development Commissioner, Special Economic Zone (IT/ITES), Eastern Region, Ministry of Commerce & Industry, Govt. Of India	SEZ/IT-ITES/ER/D-14/2008/29	06/10/2008
6	Exemption Certificate for payment of Value added Tax (VAT) issued by the Development Commissioner, Special Economic Zone (IT/ITES), Eastern Region, Ministry of Commerce & Industry, Govt. Of India	SEZ/IT-ITES/ER/D-14/2008/390	18/01/2010
7	Registration with NSDL Database Management Ltd. for automation of SEZ transactions		
8	Approval for list of specified input services for authorized operation issued by the Development Commissioner, Special Economic Zone (IT/ITES), Eastern Region, Ministry of Commerce & Industry, Govt. Of India issued from time to time.		
9	Approval of Services for Authorized Operations in the SEZ issued by the Development Commissioner, Falta Special Economic Zone, Ministry of Commerce & Industry, Govt. of India	SEZ/IT-ITES/Dhunseri Tea/2011/2777	30/10/2013
10	Declaration dated 08/11/2013 filed by the Company for availing AB INITIO Exemption duly verified by the Supdt. of Customs & Specified Officer, KITP, Bantala SEZ.		24/02/2014
11	Authorization for procurement of the Services submitted on 18/03/2014 by the Company and duly approved by the Asst. Commissioner, Service Tax, Division-III, Kolkata.		24/03/2014
12	Environment Clearance from the State Level Expert Appraisal Committee, West Bengal. Application dated 13/09/2010 and correspondence resting with letter No.EN/1954/T-II-1/091/2010 dated 02/08/2011 of the Govt. of West Bengal, Department of Environment, Writers' Buildings, Kolkata.		
13	Letter of Allotment of land at Kolkata IT Park in Calcutta Leather Complex issued by M/s. M.L. Dalmiya & Co. Ltd., 32, Shakespeare Sarani, Kolkata-700017.	L/1383/CLC/121/12	13/11/2006
14	Possession Certificate issued by M/s. M.L. Dalmiya & Co. Ltd., 32, Shakespeare Sarani, Kolkata-700017 giving physical possession of plot in Special Economic Zone of the Kolkata IT Park measuring 12261.985 Sq. Mtrs.		13/11/2006

Sd/- Illegible  
25.08.2014  
For Registrar

C.P. No. 575 of 2014  
Connected with  
C.A. No. 329 of 2014

**IN THE HIGH COURT AT CALCUTTA**

Original Jurisdiction

In the Matter of Companies Act, 1956

and

In the Matter of

Dhanseri Petrochem & Tea Limited  
Sors. Order

of the 7th day of August- 2014

Filed this 26th day of August- 2014.

Received a copy  
v. In. Sastri  
25/8/2014  
clerk to M/s. Khaitan & Co  
Advocates.

Received a  
copy of the order  
for S.S. Sarkar,  
Sr. Govt. Advocate  
26/8/14

- i) Date of application on for Copy ..... 7.8.14
- ii) Date of notifying the charges ..... 26.8.14
- iii) Date of making the copy ready for delivery ..... 26.8.14
- iv) Date of Making over the copy to the applicant ..... 27.8.14

19.

*[Signature]*  
Superintendent,

Company Matters Department.

*[Signature]* 27/8/14  
Superintendent,  
Copyists' Department  
High Court, O.S.

*[Signature]*  
27/8/14

Khaitan & Co.

Attorney

Company Petition No. 579 of 2016

Connected With

Company Application No.391 of 2016

In the High Court at Calcutta

Original Jurisdiction

-----  
In the Matter of :

The Companies Act, 1956.

And

In the Matter of :

An application under Sections 391(2) and  
394 of the said Act.

And

In the Matter of :

Dhunseri Petrochem Limited, a company  
incorporated under the provisions of the  
Companies Act, 1913 and being a Company  
within the meaning of the Companies Act,  
2013, having its registered office at 'Dhunseri  
House', 4A, Woodburn Park, Kolkata 700 020  
within the aforesaid  
jurisdiction.

And

Dhunseri Petglobal Limited, a company  
incorporated under the provisions of the  
Companies Act, 2013, having its registered  
office at 'Dhunseri House', 4A, Woodburn  
Park, Kolkata -700 020 within the aforesaid  
jurisdiction.

1. Dhunseri Petrochem Limited
2. Dhunseri Petglobal Limited

..... Petitioners.

The Honourable Justice  
Soumen Sen

In the Matter of:

The Companies Act, 1956

And

In the Matter of

An application under Sections 391 (2)  
and 394 of the said Act.

And

In the Matter of:

Dhunseri Petrochem Limited, a  
company incorporated under the  
provisions of the Companies Act, 1913  
and being a company within the  
meaning of the Companies Act, 2013,  
having its Registered Office at  
'Dhunseri House', 4A, Woodburn Park,  
Kolkata- 700020 within the aforesaid  
jurisdiction.

And

Dhunseri Petglobal Limited, a  
Company incorporated under the  
provisions of the Companies Act,  
2013, having its Registered Office at  
'Dhunseri House', 4A, Woodburn  
Park, Kolkata-700020 within the  
aforesaid jurisdiction

1 Dhunseri Petrochem Limited

2. Dhunseri Petglobal Limited

.....Petitioners

The above petition coming on for hearing on this day upon reading the said petition the order dated seventeenth day of May in the year two thousand sixteen whereby the above named petitioner company no. 1 Dhunseri Petrochem Limited (herein after referred to as the said DPL) was ordered to convene meeting of its equity shareholders for the purpose of considering and if thought fit, approving, with or without modification, the scheme of arrangement proposed to be made between the said DPL and the above petitioner company no. 2. Dhunseri Petglobal Limited (herein after referred to as the said DPGL) and their respective shareholders and the meeting of the equity shareholders of the said DPGL was dispensed with by the said order dated seventeenth day of May in the year two thousand sixteen in view of the written consent and approval given by all the shareholders of the said DPGL in respect of the said Scheme of Arrangement and annexed to the affidavit of Kumarapuram Viswanathan Balan filed on thirteenth day of May in the year two thousand sixteen the "Business Standard" and the "Aaj Kal" both dated twenty seventh day of May in the year two thousand sixteen each containing the advertisement of the notices convening the said meeting directed to be held by the said order dated seventeenth day of May in the year two thousand sixteen, the affidavit of Kumarapuram Viswanathan Balan filed on fifteenth day of June in the year two thousand sixteen showing the publications and dispatch of the said notices convening the said meeting the report of the Chairpersons of the said meeting dated twenty fourth day of June in the year two thousand sixteen as to the result of the said meeting and upon reading on the part of the said petitioner companies an affidavit of Ranajit Naskar filed on twenty first day of July in the year two thousand sixteen and the exhibits therein referred to And an affidavit in Reply by Kumarapuram Viswanathan Balan filed on twenty seventh day of July in the year two thousand sixteen and upon reading on the part of the central government affidavit of Shri Ramesh Chand Meena, Regional Director, Eastern Region, Ministry of Corporate Affairs, Kolkata, Filed on twenty seventh day of July in the year two thousand sixteen And upon reading the order made herein and dated twenty seventh day of June in the year two thousand sixteen and upon hearing Mr. S.N. Mookerji (Mr. Ratnanko Banerjee, Senior Advocate, Mr. D.N. Sharma, Mr. A. Agarwal, Mrs. Rusha Saha Advocates appearing with him) Senior Advocate for the said petitioner companies and Mr. Asish Mukherjee, Advocate for the Central Government and it appearing from the said report of the chairperson that the proposed scheme of Arrangement has been approved by the requisite majority of the equity shareholders of the said DPL in accordance with law and the central Government in its said affidavit has raised an objection with regard to charge to be created by the said DPGL

(The Resulting company) by filing Form No. CHG-1 with the Registrar of Companies, West Bengal and it is stated by the Central Government that the charge documents (e-forms) of the said DPL (Demerged Company) which relates to the transferred business can not be shifted to e-records of DPGL (Resulting Company) and hence it is prayed that the said DPL (Demerged Company) may be directed to satisfy the existing charges of the Demerged entity relating to the transferred business by filing Form No. CHG-4 in the office of Register of Companies, West Bengal and DPGL (Resulting Company) may be directed to create new charges by filing Form No. CHG-1 with the Registrar of Companies, West Bengal and upon hearing Mr. S.N. Mookerji, Senior Counsel appearing on behalf of the said petitioner companies who has referred to a similar scheme sanctioned by this Hon'ble court in Company Petition No. 575 of 2014 where similar point cropped up and it was answered by recording that the objection raised by the Central Government would be taken care of while filing Form No. INC-28 without which the scheme can not be operative and more over it appears that by operation of law the charges would shift and it appears that the Income Tax Department has no objection as it is revealed from the communication received by the Ministry of Corporate Affairs on twenty fifth day July in the year two thousand Sixteen and in view of the above :-

This Hon'ble court doth hereby sanction the proposed Scheme of Arrangement set forth in Annexure 'A' of the petition herein and specified in the schedule 'A' hereto and doth hereby declare same to be binding with effect from first day of April in the year two thousand sixteen (hereinafter referred to as the said 'Appointed Date') on the said DPL and DPGL and their shareholder and all concerned.

This court doth order :

1. That all the property, rights and powers, of the said DPL relating to the Transferred Business including those specified in the first, second and third parts of the schedule 'B' here to be transferred from the said Appointed Date without further act or deed to the said DPGL and accordingly the same shall pursuant to section 394(2) of the Companies Act, 1956 be transferred to and vest in the said DPGL for all the estate and interest of the said DPL there in but subject nevertheless to all charges now affecting the same; as provided in the said scheme; and
2. That all the debts, liabilities, duties and obligations of the said DPL in / or relating to the Transferred Business be transferred from the said appointed Date without further act or deed to the said DPGL as provided in the said scheme and accordingly, the same shall, pursuant to section 394(2) of the companies Act, 1956, be transferred to and become the debts, liabilities, duties and obligations of the said DPGL; and
3. That all the suit and/or appeals and/or any proceedings pending by or against the said DPL in respect of the Transferred Business shall be continued by or against the said DPGL as provided in the said Scheme; and
4. That the leave be and the same is hereby given to the said petitioner companies to file schedule of Assets of the transferred business of the DPL within three weeks from the date hereof; and
5. That the said petitioner companies shall fill up Form No. INC-28 and file it with the Registrar of companies, West Bengal within a period of thirty days after the date of obtaining the certified copy of this order, and that both the said DPL and DPGL do each within thirty days after the date hereof cause a certified copy thereof to be delivered to the Registrar of Companies, West Bengal for registration; and
6. That the said DPGL do issue and allot to DPL the debentures in DPGL to which it is entitled in terms of clause 10 to the said scheme; and
7. That in the event the said petitioner companies supply a legible computerized print out of the scheme and the schedule of Assets in acceptable form to the department, the concerned department will append such computerized print out, upon verification, to the certified copy of this order without insisting on a hand written copy thereof; and
8. That the said petitioner companies do pay to the central Government its costs of and incidental to this application assessed at two hundred Gold Mohurs; and
9. That the Company petition No. 579 of 2016 be and the same is hereby disposed of with the aforesaid directions.

Witness : Mrs. Majula Chellur, Chief Justice at Calcutta aforesaid the twenty seventh day of July in the year two thousand sixteen.

Khaitan & Co..... Advocates

M.C. Prusty ..... Additional Central Government Advocate

Sd/- Illegible

05.08.2016

For Registrar

Schedule "A" above referred to

**SCHEME OF ARRANGEMENT  
BETWEEN  
DHUNSERI PETROCHEM LIMITED  
AND  
DHUNSERI PETGLOBAL LIMITED  
AND  
THEIR RESPECTIVE SHAREHOLDERS  
FDR  
RECDNSTRUCTION BY TRANSFER DF TRANSFERRED BUSINESS OF  
DHUNSERI PETRDCEM LIMITED TO DHUNSERI PETGLOBAL LIMITED**

**PART – I**

(Preliminary)

**Definitions:**

1. In this Scheme, unless repugnant to the meaning or context thereof, the following expressions shall have the following meanings:
  - i. "Act" means the Companies Act, 1956 or the Companies Act, 2013 as in force from time to time. As on the date of approval of this Scheme by the Boards of Directors of DPL and DPGL, Sections 391 and 394 of the Companies Act, 1956 continue to be in force with the corresponding provisions of the Companies Act, 2013 not having been notified. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 1956, unless stated otherwise. Upon such provisions of the Companies Act, 1956 standing re-enacted by enforcement of provisions of the Companies Act, 2013, such references shall, unless a different intention appears, be construed as references to the provisions so re-enacted.
  - ii. "DPL" means Dhunseri Petrochem Limited, a company incorporated under the provisions of the Companies Act, 1913 and being a Company within the meaning of the Companies Act, 2013, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
  - iii. "DPGL" means Dhunseri Petglobal Limited, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at 'Dhunseri House', 4A, Woodburn Park, Kolkata 700 020 in the State of West Bengal.
  - iv. "Appointed Date" means the 1<sup>st</sup> day of April, 2016.
  - v. "Transferred Business" means the business of DPL of manufacturing polyethylene terephthalate ("PET Resin") at its plant in Haldia in the State of West Bengal and selling the same in the domestic and international market as a going concern and shall include all property, rights and powers and all debts, liabilities, duties and obligations of DPL comprised in and/ or relating to the Transferred Business, including:
    - (a) all properties and assets, moveable and immoveable, freehold and leasehold, real and personal, tangible and intangible, corporeal and incorporeal, in possession, or in reversion, present and contingent of whatsoever nature, wheresoever situated, as on the Appointed Date relating to the Transferred Business, including factory land and buildings at Haldia in the State of West Bengal, all other lands and buildings, commercial and residential flats and offices, leases, tenancies and agencies of DPL relating to the Transferred Business, plant and machineries, electrical installations, vehicles, equipments, fumitures, investment in shares of Haldia Integrated Development Agency Limited ("HIDAL"), sundry debtors, inventories, other current assets, cash and bank balances, bills of exchange, deposits, loans and advances and other assets as appearing in the books of account of DPL in relation to the Transferred Business;
    - (b) all other interests or rights in or arising out of or relating to the Transferred Business together with all respective powers, interests, charges, privileges, benefits, entitlements, industrial and other registrations, licenses, quotas, brands and trademarks, patents, copyrights, other intellectual property rights, liberties, easements and advantages, subsidies, grants, taxes, tax credits/ incentives (including but not limited to credits/ incentives in respect of income tax, sales tax, value added tax, turnover tax, excise duty and service tax but excluding any advance/credit/ refund in respect of entry tax for the period prior to the Appointed Date), and other benefits appertaining to the Transferred Business and/or to which DPL is entitled to in respect of the Transferred Business of whatsoever kind, nature or description held, applied for or as may be obtained thereafter together with the benefit of all respective contracts and engagements relating to the Transferred Business but expressly excluding the proprietary and all other rights in the names and trademarks 'Aspet' and 'Dhunseri' owned by DPL which shall be retained by DPL and only a license to use the same shall be granted by DPL to DPGL on mutually agreed terms ;
    - (c) all debts, liabilities, duties and obligations of DPL in relation to the Transferred Business, including liabilities on account of loans, sundry creditors, sales-tax, bonus, gratuity and other taxation and contingent liabilities of DPL relating to the Transferred Business;

- (d) all employees of DPL engaged in or in relation to the Transferred Business, on the date immediately preceding the Effective Date; and
- (e) all books, records, files, papers, computer software along with their licenses, manuals and backup copies, drawings, data catalogues, and other data and records, whether in physical or electronic form, directly or indirectly in connection with or relating to the Transferred Business.
- vi. **"Remaining Business"** means all the business of DPL other than the Transferred Business and all property, rights and powers and all debts, liabilities, duties and obligations of DPL not comprised in and/ or relating to the Transferred Business. Without prejudice to the generality of the foregoing, the same shall include the treasury operations of DPL and all investments in shares and securities of other bodies corporate excepting HIDAL; all interest, of DPL in PET Resin business in Egypt through its subsidiary, Egyptian Indian Polyester Company S.A.E. ("EIPET"), including investment in shares of EIPET and any direct or indirect liability or obligation relating to such business in Egypt; all interest of DPL in business of developing and providing infrastructure facilities in Special Economic Zone for information technology and information technology enabled services ("IT/ITES") in Bantala in the State of West Bengal through another subsidiary, namely Dhunseri Infrastructure Limited; and registered office in Kolkata and corporate office and residential flat in Mumbai.
- vii. **"Effective Date"** means the date or last of the dates on which all the approvals and sanction are attained in terms of clause 16 of this Scheme and certified copies of the order of the Hon'ble High Court at Calcutta sanctioning this Scheme are filed with the Registrar of Companies.
- viii. **"Scheme"** means this Scheme of Arrangement under Sections 391 to 394 of the Act in the present form or with such modification(s) as sanctioned by the Hon'ble High Court at Calcutta.
- ix. Word(s) and expression(s) elsewhere defined in the Scheme will have the meaning(s) respectively ascribed thereto.

**2. Share Capital:**

The Authorised, Issued, Subscribed and Paid-up Share Capital of DPL and DPGL is as under:

i. **DPL:**

Authorised Share Capital:		(Rs.)
35,12,20,000 Equity Shares of Rs. 10/- each		351,22,00,000/-
Issued, Subscribed and Paid up Share Capital:		
3,50,24,754 Equity Shares of Rs. 10/- each fully paid up		35,02,47,540/-
Add Amount paid up on forfeited Equity Shares		81,000/-
		<u>35,03,28,540/-</u>

ii. **DPGL:**

Authorised Share Capital:		(Rs.)
2,00,00,000 Equity Shares of Rs.10/- each		20,00,00,000/-
Issued, Subscribed and Paid up Share Capital:		
2,00,00,000 Equity Shares of Rs.10/- each		20,00,00,000/-
1,99,99,900 Equity Shares of DPGL constituting 99.99% of the total Issued, Subscribed and Paid up Share Capital of DPGL are held by DPL. Accordingly, DPGL is presently a subsidiary of DPL.		

**3. Objects and Reasons:**

- i. DPL is a well-established concern carrying on the business of manufacturing polyethylene terephthalate ("PET Resin") at its plant in Haldia in the State of West Bengal and selling the same in the domestic and international market. In addition DPL also carries on treasury operations in shares and securities of other bodies corporate and has interest in Pet Resin business in Egypt through its subsidiary, namely Egyptian Indian Polyester Company S.A.E., and business of developing and providing infrastructure facilities in IT/ITES Special Economic Zone in Bantala in the State of West Bengal through another subsidiary, namely Dhunseri Infrastructure Limited.
- ii. The Pet Resin business of DPL in India presently has a capacity of 4,80,000 metric tonnes (MT). Pet Resin is used extensively in packaging of fast moving consumer goods. The average consumption per head per annum of PET Resin is only 0.6 kilogramme in India as compared to 2.6 kilogramme in China and 10.9 kilogramme in USA. Although the said capacity of the Pet Resin business of DPL constitutes about 25% of the total installed capacity for such product in India, the said business is still relatively small as compared to the total present and expected size of such business in India as also size of business considered adequate for being competitive globally and in the long run. Such business has good potential for growth and development.
- iii. The considerations and factors applicable to the Remaining Business of DPL, are however different and divergent from the Pet Resin business constituted in the Transferred Business of DPL. In order to realise the potential and opportunity existing in the said business collaboration with a well-established world leader in such business having a global footprint was considered desirable. Indorama Ventures Public Company Limited ("IVL"), one of the world's leading petrochemical producers, has agreed to collaborate with DPL and

jointly develop the said Pet Resin business of DPL and take a 50% equity stake in such business for a total consideration of Rs.418.76 crores through investment by IVL's wholly owned subsidiary, namely Indorama Ventures Global Services Limited or any other affiliate of IVL as determined by IVL. Indorama Ventures Global Services Limited or such other affiliate of Indorama shall hereinafter be referred to as "IVGS". IVL and its subsidiaries/ joint ventures are the largest producers of PET Resin in the world having 59 production facilities in 20 countries with a combined manufacturing capacity of 3.8 million tonnes of PET Resin. Further, DPL has agreed to acquire from IVGS a 50% equity stake in Micro Polypet Private Limited, another company manufacturing PET Resin in India with a capacity of 2,16,000 tonnes of PET Resin at its plant in Panipat District in the State of Haryana, for a total consideration of Rs.110.65 crores subject to adjustments. Consequent to such acquisition IVGS and DPL will each have an equal 50% equity stake in the said Micro Polypet Private Limited.

- iv. In the circumstances it is considered desirable and expedient to reorganise and reconstruct DPL by transferring its Transferred Business, as described in this Scheme of Arrangement, to DPGL in the manner and on the terms and conditions stated herein.
- v. DPGL was incorporated recently with the object, inter alia, of carrying on the business of manufacture of PET Resin. Consequent to the reconstruction, the Transferred Business and the Remaining Business of DPL will be constituted in and owned by two separate entities, DPGL and DPL respectively, with each entity being capable of independent evaluation and having their own management and administrative set up. The same will result in the Transferred Business and Remaining Business being conducted and carried on by DPGL and DPL respectively more conveniently and advantageously with greater focus, attention and specialisation and facilitate the considerations and factors peculiar to the said businesses to be addressed more effectively by the said Companies.
- vi. The aforesaid reconstruction is necessary and will enable induction of a suitable strategic and financial partner in the Transferred Business, in DPGL as aforesaid. Subject to sanction of the Scheme by the Hon'ble High Court at Calcutta and completion of formalities, IVGS has agreed to take a 50% Equity stake in the said business in DPGL. IVGS has agreed to contribute a sum of Rs. 418.76 crores for acquiring such 50% equity stake as stated aforesaid.
- vii. The joint venture in DPGL will benefit from the local skills, knowledge, established base and expertise of DPL in the Transferred Business and strategic location of the Pet Resin Plant near Haldia port, being the largest port in North Eastern India, combined with the global presence, expertise, experience, technological leadership, global market reach and high utilisation rates of IVL. Such joint venture will strengthen and fortify the position of DPGL to grow the Transferred Business and become a larger and more efficient producer of PET Resin, with substantial savings in cost of procurement of raw materials, lower cost of production and better capacity to market and sell its products both in the domestic and international market. The products of DPGL will be marketed and sold with trademarks owned by DPL ('Aspet') and IVL ('Ramapet'). The said business in DPGL will thus also benefit immensely from such branding of its products.
- viii. In terms of this Scheme DPGL will issue and allot to DPL 2,84,75,000 Dptionally Convertible Debentures of Rs.100/- each in DPGL credited as fully paid up and aggregating to Rs.284,75,00,000/- in exchange of the Transferred Business. Further, in terms of the said agreement with IVGS the said 50% Equity stake in DPGL will be acquired by IVGS subscribing to 2,00,00,000 Equity Shares of Rs.10/- each in DPGL at a premium of Rs. 199.38 per share for a total price of Rs.418.76 crores. Part of the proceeds of the said subscription by IVGS, i.e a sum of Rs. 284,75,00,000/- will be utilised by DPGL to redeem the said Debentures in terms of this Scheme.
- ix. The aforesaid arrangement will result in substantial cash inflows in the Transferred Business and Remaining Business for achieving and generating growth and development thereof and will also unlock the capital value of DPL.
- x. The arrangement is necessary for ensuring long term profitability and independent and optimum growth and development of the said businesses and undertakings on the basis of their own strengths and prospects and will facilitate realisation of their potential to a fuller extent.
- xi. The arrangement will enable DPGL to engage in business with an established undertaking and is proposed to the advantage of both the companies, their shareholders, employees and all concerned.

#### **PART – II**

(Transfer of Transferred Business of DPL to DPGL)

#### **4. Transfer of Transferred Business of DPL:**

- 4.1 With effect from the Appointed Date, the Transferred Business of DPL shall, pursuant to the provisions contained in Section 394 and other applicable provisions of the Act, stand transferred to and vest in or be deemed to be transferred to and vested in DPGL, as a going concern for all the estate and interest of DPL therein subject to the charges in respect of the Transferred Business and in accordance with the modalities for transfer stipulated herein.
- 4.2 All debts, liabilities, duties and obligations of DPL relating to the Transferred Business as on the close of business on the day immediately preceding the Appointed Date and all other debts, liabilities, duties and obligations of DPL relating to the Transferred Business which may accrue or arise from the Appointed Date

but which relate to the period upto the day immediately preceding the Appointed Date shall also be transferred to DPGL, without any further act or deed, pursuant to the provisions of Section 394 of the Act, so as to become the debts, liabilities, duties and obligations of DPGL.

- 4.3 The transfer and vesting of the Transferred Business of DPL, as aforesaid, shall be subject to the existing charges, mortgages and encumbrances, if any, over or in respect of any of the assets of the Transferred Business or any part thereof, provided however that such charges, mortgages and/ or encumbrances shall be confined only to the assets of DPL or part thereof on or over which they are subsisting on transfer to and vesting of such assets in DPGL and relate to the debts or liabilities of the Transferred Business.
- 4.4 Subject to the other provisions of this Scheme, all licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates obtained by DPL for the operations of the Transferred Business and/or to which DPL is entitled to in relation to the Transferred Business in terms of the various Statutes and / or Schemes of Union and State Governments, shall be available to and vest in DPGL, without any further act or deed and shall be appropriately mutated by the statutory authorities concerned therewith in favour of DPGL. Since the Transferred Business will be transferred to and vested in DPGL as a going concern without any break or interruption in the operation thereof, DPGL shall be entitled to the benefit of all such licenses, permissions, approvals, consents, registrations, eligibility certificates, fiscal incentives and no-objection certificates and to carry on and continue the operations of the Transferred Business on the basis of the same upon this Scheme becoming effective. Further, all benefits, including, under Income Tax, Excise (including Modvat/Cenvat), Sales Tax etc to which DPL is entitled in relation to the Transferred Business in terms of the various Statutes and / or Schemes of Union and State Governments shall be available to and vest in DPGL upon this Scheme becoming effective.
5. **Legal Proceedings:**  
All legal or other proceedings by or against DPL and relating to the Transferred Business of DPL shall be continued and enforced by or against DPGL only. If proceedings are taken against DPL, DPL will defend on notice or as per advice of DPGL at the costs of DPGL and DPGL will indemnify and keep indemnified DPL from and against all liabilities, obligations, actions, claims and demands in respect thereof.
6. **Contracts and Deeds:**  
6.1 All contracts, deeds, bonds, agreements, engagements and other instruments of whatsoever nature relating to the Transferred Business to which DPL is a party or to the benefit of which DPL may be eligible, and which have not lapsed and are subsisting on the Effective Date shall remain in full force and effect against or in favour of DPGL as the case may be, and may be enforced by or against DPGL as fully and effectually as if, instead of DPL, DPGL had been a party thereto.  
6.2 DPL and/or DPGL shall, if and to the extent required by law, enter into and / or issue and / or execute deeds, writings or confirmations, or enter into any Tripartite Arrangement, confirmation or novation to give formal effect to the provisions of this Clause.
7. **Saving of Concluded Transactions:**  
The transfer and vesting of the properties and liabilities of the Transferred Business under Clause 4 above, the continuance of the proceedings by or against DPGL under Clause 5 above and the effectiveness of contracts and deeds under Clause 6 above shall not affect any transaction or proceeding relating to the Transferred Business already completed by DPL on or before the Effective Date to the end and intent that DPGL accepts all acts, deeds and things relating to the Transferred Business done and executed by and/or on behalf of DPL as acts, deeds and things done and executed by and on behalf of DPGL.
8. **Employees:**  
On and from the Effective Date:  
8.1 DPGL undertakes to engage all the employees of DPL engaged in the Transferred Business on the Effective Date on the same terms and conditions on which they are engaged by DPL without treating it as a break, discontinuance or interruption of service on the said date as a result of the transfer of the Transferred Business to DPGL.  
8.2 Accordingly, the services of such employees for the purpose of Provident Fund or Gratuity or Superannuation or other statutory purposes and for all purposes, including for the purpose of payment of any retrenchment compensation and other terminal benefits, will be reckoned from the date of their respective appointments with DPL.  
8.3 It is expressly provided that the contributions in respect of Provident Funds, Gratuity Funds, Superannuation Fund or any other Fund or Funds created or existing for the benefit of the employees of the Transferred Business, as applicable, of DPL shall be continued to be deposited by DPGL in the existing Funds with the approval of the concerned authorities and arrangements being made in this regard with the administrators of the said Funds, as may be required. DPGL shall stand substituted for DPL in relation to the obligation to make contributions in respect of the said employees to the said Funds in accordance with the provisions thereof to the end and intent that all rights, duties, powers and obligations of DPL with respect to such employees and in relation to such Funds shall become those of DPGL. Alternatively, the accumulated balances standing to the credit of the employees of the Transferred Business in the said Funds of which they are members will be transferred to such Funds nominated by DPGL and/or such new Funds to be established and caused to be recognised by the concerned authorities by DPGL. Pending such transfer the dues of the employees of the Transferred Business relating to the said Funds would be continued to be deposited in the existing Funds.

**9. Conduct of Transferred Business in trust for DPGL:**

9.1 With effect from the Appointed Date and up to and including the Effective Date:

- i. DPL shall carry on and be deemed to have carried on all business and activities relating to the Transferred Business for and on account of and in trust for DPGL.
- ii. All profits accruing to DPL (including taxes paid thereon) or losses arising or incurred by it relating to the Transferred Business for the period falling on and after the Appointed Date shall for all purposes, be treated as the profits (including taxes paid) or losses, as the case may be, of DPGL.
- iii. DPL shall be deemed to have held and stood possessed of the properties to be transferred to DPGL for and on account of and in trust for DPGL.

9.2 It is clarified that all the taxes and duties payable by DPL, relating to the Transferred Business, from the Appointed Date onwards and up to the Effective Date, including all advance tax payments, tax deducted at source, tax liabilities or any refunds and claims shall, for all purposes, be treated as advance tax payments, tax deducted at source, tax liabilities or refunds and claims of DPGL. Accordingly, upon the Scheme becoming effective, DPL is expressly permitted to revise and DPGL is expressly permitted to file their respective income tax returns including tax deducted at source certificates, sales tax/ value added tax returns, excise returns, service tax returns and other tax returns, and to claim refunds/ credits, pursuant to the provisions of this Scheme.

9.3 All assets (including fixed assets, current assets, cash and bank balances etcetera) acquired by DPL after the Appointed Date and prior to the Effective Date for operation of the Transferred Business or pertaining to the Transferred Business shall be deemed to have been acquired for and on behalf of DPGL.

9.4 All loans raised and/ or used and all liabilities and obligations incurred by DPL for the operations of the Transferred Business after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of DPGL.

9.5 All loans, liabilities and obligations of DPL relating to the Transferred Business which have been discharged by DPL after the Appointed Date and prior to the Effective Date shall be deemed to have been discharged for and on account of DPGL.

9.6 With effect from the date of approval of this Scheme by the Boards of Directors of DPL and DPGL and until the Effective Date, DPL undertakes that it will preserve and carry on the business of the Transferred Business with a high level of diligence and business prudence and shall use its best efforts to: (i) preserve its present business operations and portfolio, organization (including, without limitation, management and sales force) and goodwill of the Transferred Business; and (ii) preserve its present relationship with persons having business dealings with the Transferred Business (including, without limitation, customers and vendors); and shall not undertake financial commitments or sell, transfer, alienate, charge, mortgage, or encumber the Transferred Business or any part thereof save and except in each case:

- (a) If the same is in its ordinary course of business as carried on by it as on the date of approval of this Scheme by the Boards of Directors of DPL and DPGL; or
- (b) If the same is expressly permitted by this Scheme; or
- (c) If the prior written consent of the board of directors of DPGL has been obtained.

**10. Consideration | Issue of Debentures:**

10.1 Upon the Scheme coming into effect and without further application, act or deed, DPGL shall, in consideration of transfer of the Transferred Business, issue and allot to DPL, 2,84,75,000 Optionally Convertible Debentures of Rs.100/- each ("Debentures") in DPGL credited as fully paid up. This Scheme will accordingly result in slump exchange between DPL and DPGL of ownership of Transferred Business for ownership of such Debentures.

10.2 The terms applicable to the said Debentures shall be as follows:-

- i. **Issue price:** At face value of Rs.100/- per Debenture.
- ii. **Redemption:** The Debentures shall be redeemed at par with issue price simultaneously with the new Equity Shares in DPGL being subscribed by IVGS pursuant to transfer of the Transferred Business as mentioned in clause 3.vi of this Scheme. If such new Equity Shares in DPGL are not subscribed for any reason whatsoever by IVGS within a period of 9 (Nine) months from the Effective Date, the said Debentures shall at the option of the Debenture holders be redeemable in cash at par at any time after expiry of a period of 9 (nine) months from the date of their allotment ("Issue Date") and not later than a period of 5 (five) years from the Issue Date.
- iii. **Conversion:** Alternatively, and if not redeemed simultaneously with the new Equity Shares in DPGL being subscribed by IVGS as aforesaid, the Debentures shall be convertible into Equity Shares in DPGL at the option of the Debentureholder at any time after expiry of a period of 2 (Two) years from the Issue Date. The conversion price of the Debentures into Equity Shares shall be based on the fair value of the equity shares at the time of conversion. The Equity Shares resulting from such conversion shall rank pari passu in all respects with the Equity Shares of DPGL existing at the time of conversion. It is clarified that failing such exercise of option, the Debentures shall be redeemed at par no later than a period of 5 (five) years from the Issue Date.

- iv. **Coupon rate:** The Debentures shall carry interest at the rate of 9% (Nine Percent), due and payable on a yearly basis from the date of issue, provided that such interest will accrue only after the expiry of a period of 12 (Twelve) months from the Issue Date subject to consent of lenders.
  - v. **Other terms:** It shall not be necessary to create any security for redemption of the Debentures or appoint debenture trustees unless otherwise agreed between DPGL and the Debentureholders. The Debentures shall be subject to the Memorandum and Articles of Association of DPGL, including variation of terms in accordance with law.
- 10.3 Upon the Scheme becoming effective, the Authorised Share Capital of DPGL shall be increased to Rs. 40,00,00,000/- divided into 4,00,00,000 Equity Shares of Rs.10/- each and Clause V of the Memorandum of Association of DPGL shall be altered accordingly.
11. **Accounting:**
- 11.1 **In books of DPGL:**
- All assets and liabilities of the Transferred Business shall be recorded in the books of account of DPGL at their values as appearing in the books of account of DPL as on the Appointed Date. The Debentures issued by DPGL and the difference, if any, between the book value of the assets and liabilities of the Transferred Business and such Debentures shall be accounted for in the books of account of DPGL in accordance with the Accounting Standards and/or generally accepted accounting principles, as applicable. For the purpose aforesaid, a balance sheet of the Transferred Business as on the Appointed Date ("Reference Balance Sheet") shall be drawn up on the basis of books of account of DPL pursuant to sanction of the Scheme.
- 11.2 **In books of DPL:**
- The Debentures issued by DPGL in slump exchange of the Transferred Business and the difference, if any, between the book value of the assets and liabilities of the Transferred Business and such Debentures, shall be accounted for in the books of account of DPL in accordance with the Accounting Standards and/or generally accepted accounting principles, as applicable.
- 11.3 Subject to the aforesaid, the Board of Directors of DPL and DPGL shall be entitled to make such corrections and adjustments as may in their opinion be required for ensuring consistent accounting policy or which may otherwise be deemed expedient by them in accounting for the reconstruction in the respective books of account of the said Companies.
12. **Post Scheme conduct of business:**
- Even after this Scheme becomes operative, DPGL shall be entitled to operate all Bank Accounts and realise all monies and complete and enforce all pending contracts and transactions relating to the Transferred Business in the name of DPL and in so far as may be necessary until the transfer of rights and obligations of the said Transferred Business to DPGL under this Scheme is formally accepted by the parties concerned.
13. **Remaining Business:**
- 13.1 Save and except the Transferred Business of DPL and as expressly provided in this Scheme of Arrangement nothing contained in this Scheme of Arrangement shall affect the Remaining Business of DPL which shall continue to belong to and be vested in and be managed by DPL. DPL shall keep DPGL fully indemnified from any direct losses, liabilities, claims, costs, damages, fines, penalties, and expenses including interests and penalties with respect thereto and reasonable out-of-pocket expenses and reasonable attorneys', accountants' and other experts' fees and disbursements incurred by DPGL in relation to the Remaining Business.
- 13.2 All legal, taxation or other proceedings (including arbitrations) or investigations by or against DPL under any statute, (i) whether pending on the Effective Date or (ii) which may be instituted in future (whether or not in respect of any matter arising before the Effective Date) and relating to the Remaining Business (including those relating to any property, right, power, liability, obligation or duties of DPL in respect of the Remaining Business) shall be continued and enforced by or against DPL at its own cost and risk, and DPL shall keep DPGL fully indemnified in that behalf. DPGL shall in no event be responsible or liable in relation to any such legal, taxation or other proceedings or investigations relating to the Remaining Business.

### **PART – III**

(General/ Miscellaneous Provisions)

**14. Applications:**

DPL and DPGL shall, with all reasonable dispatch, make necessary applications under Sections 391 to 394 of the Act, to the Hon'ble High Court at Calcutta, for sanction and carrying out of the Scheme. Any such application shall, upon constitution of the National Company Law Tribunal under the Companies Act, 2013, be made and/or pursued before the National Company Law Tribunal, if so required. In such event references in this Scheme to the Hon'ble High Court at Calcutta shall be construed as references to the National Company Law Tribunal as the context may require. DPL and DPGL shall also apply for such other approvals as may be necessary in law, if any, for bringing the Scheme into effect. Further, DPL and DPGL shall be entitled to take such other steps as may be necessary or expedient to give full and formal effect to the provisions of this Scheme.

**15. Modification and Implementation:**

DPL and DPGL (by their respective Board of Directors or Committee thereof or such other person or persons, as the respective Board of Directors may authorise) are empowered and authorised:

- i. to assent from time to time to any modifications or amendments or substitutions of the Scheme or of any conditions or limitations which the Hon'ble High Court at Calcutta and/ or any authorities under law may deem fit to approve or direct or which may be considered necessary due to any change in law or as may be deemed expedient or necessary; and
- ii. to settle all doubts or difficulties that may arise in carrying out the Scheme and to do and execute all acts, deeds, matters and things on behalf of the companies, necessary, desirable or proper for putting the Scheme into effect, including entering into transitional arrangements; arrangements for carrying out or performing all such formalities or compliances as may be deemed proper and necessary for effecting transfer and vesting of the properties of the Transferred Business; and deciding any question that may arise as to whether whole or part of a specific asset or liability pertains or does not pertain or arises out of the activities or operations of such Transferred Business or is to be recorded in the Reference Balance Sheet of the Transferred Business or whether a specific employee is or is not substantially engaged in relation to such Transferred Business.

Without prejudice to the generality of the foregoing, DPL and DPGL (by their respective Board of Directors or Committee thereof or such other person or persons, as the respective Board of Directors may authorise) shall each be at liberty to withdraw from this Scheme in case any condition or alteration imposed by any authority is unacceptable to them or as may otherwise be deemed expedient or necessary.

**16. Scheme Conditional Upon:**

The Scheme is conditional upon and subject to:

- 16.1 Approval of the Scheme by the requisite majorities of the members of DPL and DPGL including approval of Public shareholders of DPL in terms of para 9(a) of SEBI Circular dated 30<sup>th</sup> November, 2015.;
- 16.2 Approval of the Scheme by the Stock Exchanges where DPL is listed in terms of the Securities and Exchange Board of India (SEBI) Circular dated 30 November 2015;
- 16.3 The Scheme being approved or deemed to be approved by the Competition Commission of India under the provisions of the Competition Act, 2002; and
- 16.4 Sanction of the Scheme by the Hon'ble High Court at Calcutta.

Accordingly, the Scheme although operative from the Appointed Date shall become effective on the Effective Date, being the date or last of the dates on which all the approvals and sanction are attained as above and certified copies of the order of the Hon'ble High Court at Calcutta sanctioning this Scheme are filed with the Registrar of Companies.

**17. Costs, Charges and Expenses:**

DPL shall bear and pay all costs, charges and expenses incurred in connection with preparation of the Scheme and pursuing proceedings for bringing the same into effect. All other costs, charges and expenses in connection with the Scheme, arising out of or incurred in carrying out and implementing the Scheme and matters incidental thereto shall be borne and paid as mutually agreed between the parties.

**18. Residual Provisions:**

- 18.1 Save as provided in Clause 10 above, DPGL shall not at any time during the period commencing from the date of approval of this Scheme by the Boards of Directors of the said Companies and ending with the Effective Date make any change in its capital structure either by way of increase (by issue of equity shares on a rights or preferential allotment basis, bonus shares, convertible debentures or otherwise) decrease, reduction, reclassification, sub-division or consolidation, re-organisation, or in any other manner except by mutual consent of the respective Boards of Directors of DPL and DPGL.
- 18.2 On the approval of the Scheme by the members of DPL and DPGL pursuant to Section 391 of the Companies Act, 1956, it shall be deemed that the said members have also accorded all relevant consents under any other provisions of the Companies Act, 1956 and the Companies Act, 2013, including Section 62(1)(c) of the Companies Act, 2013, to the extent the same may be considered applicable.
- 18.3 DPGL shall be at liberty to convert itself into a private company and/or change its name suitably consequent to this Scheme and joint venture between DPL and IVGS as may be resolved by the shareholders of DPGL in general meeting of DPGL. Similarly, DPL shall also be at liberty to change its name suitably pursuant to the Scheme.
- 18.4 Pursuant to transfer of the Transferred Business of DPL to DPGL in terms of the scheme, DPL shall apply to the Reserve Bank of India for registration as a Non-Banking Financial Company under Section 45-IA of the Reserve Bank of India, 1949, if and to the extent required.

Sd/- Illegible  
05.08.2016  
For Registrar

**Schedule "B" above referred to**

**SCHEDULE OF ASSETS**

**Schedule of Assets of Transferred Business of Dhunseri Petrochem Limited (DPL) to be transferred to Dhunseri Petglobal Limited (DPGL) as on 1 April 2016**

**PART - I**

**(Short Description of freehold property of Transferred Business of DPL)**

NIL

**PART - II**

**(Short description of leasehold property of Transferred Business of DPL)**

1. All those pieces or parcels of land admeasuring 34.82 acres at Mouza Basudevpur, JL-126, P.S. Durgachak, Haldia, District Purba Medinipur in the State of West Bengal, short particulars whereof are as under:

SI No	Plot No	Area (Acres)	SI No	Plot No	Area (Acres)	SI No	Plot No	Area (Acres)
1	174	0.01	34	249	0.41	67	1256	0.49
2	176	0.99	35	1224	0.06	68	1257	2.19
3	177	0.27	36	1225	0.11	69	1258	0.32
4	211	0.58	37	1226	0.20	70	1259	0.26
5	212	0.03	38	1227	0.22	71	1260	0.12
6	214	0.46	39	1228	0.27	72	1269	0.01
7	215	0.29	40	1229	0.40	73	1270	0.15
8	216	0.21	41	1230	0.43	74	1273	0.12
9	217	0.29	42	1231	0.52	75	1364	0.11
10	218	0.34	43	1232	0.56	78	1365	0.18
11	219	0.40	44	1233	0.18	77	1366	0.39
12	220	0.38	45	1234	1.83	78	1367	0.06
13	221	0.42	46	1235	0.40	79	1368	0.17
14	222	0.24	47	1236	0.28	80	1369	0.39
15	223	1.04	48	1237	0.15	81	1370	0.02
16	224	0.11	49	1238	0.65	82	213/3572	0.08
17	225	0.24	50	1239	0.32	83	213/1507	0.14
18	226	0.38	51	1240	0.17	84	214/3569	0.02
19	227	0.28	52	1241	0.25	85	214/3570	0.32
20	228	0.26	53	1242	0.41	86	214/3571	0.50
21	229	0.42	54	1243	0.41	87	1236/3628	0.11
22	230	0.10	55	1244	0.65	88	1253/3629	0.19
23	231	0.17	56	1245	0.70	89	1256/3630	0.17
24	232	0.36	57	1246	0.49	90	1260/3635	0.06
25	233	0.19	58	1247	0.14	91	1262/3646	0.05
26	234	0.10	59	1248	0.56	92	1364/3641	0.06
27	235	0.22	60	1249	1.07	93	1365/3642	0.10
28	236	1.06	61	1250	1.36	94	1366/3643	0.23
29	237	0.53	62	1251	0.91	95	1366/3644	0.23
30	238	0.44	63	1252	0.14	96	1366/3645	0.23
31	239	0.08	64	1253	0.21	97	1366/3646	0.02
32	240	0.30	65	1254	0.93	98	1366/3647	0.18
33	241	0.18	66	1255	0.37		<b>Total</b>	<b>34.82</b>

2.(a) All those pieces or parcels of land admeasuring 29.61 acres at Mouza Paranchak, JL-145, P.S. Bhabanipur, Haldia, District Purba Medinipur in the State of West Bengal, short particulars whereof are as under:

SI No	Plot No	Area (Acres)
1	26	0.13
2	29	0.02
3	30	0.27
4	31	0.81
5	32	0.73
6	33	0.59
7	34	0.45
8	35	0.41
9	36	0.52
10	37	0.96
11	38	0.72
12	39	0.15
13	45	0.10
14	46	0.21
15	47	0.57

SI No	Plot No	Area (Acres)
16	48	0.56
17	49	0.70
18	50	0.24
19	51	2.20
20	52	1.48
21	53	0.67
22	54	0.12
23	55	0.87
24	56	0.41
25	57	2.16
26	58	0.52
27	59	0.56
28	60	1.42
29	60/384	0.71
30	57/385	0.41

SI No	Plot No	Area (Acres)
31	56/386	0.41
32	58/427	0.77
33	58/429	0.49
34	60/430	0.71
35	60/431	0.50
36	60/432	0.38
37	60/433	0.37
38	60/434	0.06
39	60/436	1.42
40	60/437	1.42
41	60/438	1.42
42	52/439	1.48
43	329/440	0.47
44	30/481	0.04
<b>Total (a)</b>		<b>29.61</b>

2.(b) All those pieces or parcels of land admeasuring 12.63 acres at Mouza Basudevpur, JL-126, P.S. Durgachak, Haldia, Purba Medinipur in the State of West Bengal, short particulars whereof are as under:

SI No	Plot No	Area (Acres)
1	198	0.37
2	199	0.01
3	201	0.30
4	202	0.73
5	203	0.55
6	204	0.39
7	205	0.54
8	207	0.79
9	208	1.45
10	209	0.43
11	210	0.59
12	211	0.22

SI No	Plot No	Area (Acres)
13	212	0.69
14	213	0.39
15	215	0.20
16	1251	0.22
17	1252	1.01
18	1253	0.11
19	1273	0.04
20	1274	0.42
21	1275	0.19
22	1276	0.03
23	213/1507	0.15
24	208/3567	0.54

SI No	Plot No	Area (Acres)
25	208/3568	0.26
26	214/3569	0.50
27	214/3570	0.08
28	213/3572	0.03
29	203/3581	0.04
30	203/3582	0.24
31	1274/3654	0.12
32	203/4131	0.04
33	203/4132	0.16
34	203/4133	0.18
35	203/4134	0.36
36	203/4135	0.26
<b>Total (b)</b>		<b>12.63</b>

Total [2(a)+ 2(b)] = 42.24 acres

3. All those pieces or parcels of land admeasuring 2.68 acres situated at Mouza Rayrayanchak, J.L. No. 161, P.S. Haldia, District Medinipur, in the state of West Bengal, short particulars whereof are as under:

SI No	Plot No	Area (Acres)
1.	559(F)	0.0005681
2.	558(F)	0.5338015
3.	548(F)	0.84474
4.	547(P)	0.006175
5.	503(P)	0.0007904

SI No	Plot No	Area (Acres)
6.	504(P)	0.0682214
7.	506(P)	0.0914147
8.	507(P)	0.0214100
9.	555(P)	0.095994
10.	554(P)	0.0951938

SI No	Plot No	Area (Acres)
11.	551(P)	0.0267995
12.	553(P)	0.0113175
13.	1018(P)	0.0139555
14.	557(P)	0.87191
<b>Total</b>		<b>2.6822914</b>

- All those Pieces or parcels of land admeasuring 0.27 acres situated at Mouza Paranchak, J.L. No. 145, P.S. Bhabanipur, District Purba Medinipur, in the state of West Bengal bearing plot No 33.
- Factory building, workshops, road, non-factory buildings, administrative buildings, godowns, fencing and other structures lying and/ or situated on aforesaid land at Mouza Basudevpur, JL-126, P.S. Durgachak and at Mouza Paranchak, JL-145, P.S. Bhabanipur, Haldia, District Purba Medinipur in the State of West Bengal.
- Residential Building lying and/ or situated on aforesaid land at Mouza Rayrayanchak, J. L. No.161, P.S. Haldia, District Medinipur, in the state of West Bengal.

7.(a) All those pieces or parcels of land admeasuring 2.30 acres at Mouza Basudevpur, JL-126, P.S. Durgachak, Haldia, District Purba Medinipur in the State of West Bengal, short particulars whereof are as under:

SI No	Plot No	Area (Acres)
1.	4130	0.76
2.	198	0.23
3.	206	0.47
4.	3581	0.84
	<b>Total</b>	<b>2.30</b>

7.(b) All those pieces or parcels of land admeasuring 0.38 acres at Mouza Paranchak, JL-145, P.S. Bhabanipur, Haldia, District Purba Medinipur in the State of West Bengal and bearing plot No.329.

Total [7(a) + 7(b)] = 2.68 acres

**PART III**

**(Short description of stocks, shares, debentures and other choses in action of Transferred Business of DPL)**

1. 10,000 Shares of Rs.10/- each of Haldia Integrated Development Agency Limited
2. All credit balances in banks, receivables and other choses in action of DPL relating to its Transferred Business.
3. All licences, approvals, consents and registrations of DPL relating to its Transferred Business, including the following:

Sl No	Particulars	Reference No	Issue Date
1.	<u>FIPB</u> (A) SIA LOP for Manufacturing with Validity Extension Approval dated 28.08.08 (B) SIA Acknowledgement / Approval of receipt of our Memorandum for New PET Resin Project (210,000 TPA) at Haldia	PER:382 (1997) /EOB /430/97  2513/SIA/IMO/2009	30.12.97  06.10.09
2.	<u>Director of Industries</u> (A) W.B.I.S. 2004-Registration Certificate for 200000 TPA capacity (last amendment dt. 14.12.10) (B) W.B.S.S.I.S. 2008-Registration Certificate for 210000 TPA capacity	DI/2004/406(B)/120(2)/1999  DI/2008/204(B)[120(3)/1999]/Pt-II	05.02.08  14.02.13
3.	<u>WBIDC</u> (A) Eligibility Certificate under WBIS 2004 for additional 20000 TPA Capacity Enhancement. (B) Eligibility Certificate under WBIS 2008 for additional 210000 TPA Capacity Enhancement.	INC-2004/EC-244(B)  INC-2008(105)/GENCS/1036	21.08.08  13.07.15
4.	<u>Sales Tax</u> A) VAT Registration Certificate (Form 3) (last amendment dt 18.11.14) B) CST Registration Certificate (Form B) (last amendment dt 22.09.15) C) STDS (Form No. 91)	19413188024  19413188024  510000171	01.04.05  09.02.01  10.04.12
5.	<u>Professional Tax Form IIA-</u> Certificate of Enrolment (Plant I) Certificate of Enrolment (Plant II)	192005131078 192005107798	18.03.15 17.03.15
6.	<u>Central Excise</u> (A) Registration Certificate (Plant - I) (last amendment dt. 05.01.15) (B) Registration Certificate (Dealer) (last amendment dt. 06.01.15) (c) Registration Certificate (Plant - II) (last amendment dt. 06.01.15)	AABCD1597KEM008  AABCD1597KED009  AABCD1597KEM011	02.07.10  04.02.11  18.02.11
7.	<u>Customs</u> (A) Import-Export Code issued by DGFT (last amendment dt 05.01.15)	0288123102	16.06.88
8.	<u>Pollution</u> (A) Environmental Clearance: (i) Environmental Clearance received from MOEF, Govt. of India for Haldia Project (ii) Approval for Expansion of Haldia Project from 400 TPD to 600 TPD from MDEF (iii) Approval Letter for installation of 2 Coal Fired Heaters from MOEF (iv) Environmental Clearance for CPP by Ministry of Environment, Govt. of W.B. (v) Environmental Clearance received from SEIAA, Govt. of WB for 3,15,000 TPA PET Resin with 10MW CPP. (B) Consent to Establish-NOC: (i) NOC from WBPCB for 400 TPD PET Resin Plant at Haldia - NOC No. 03184 (ii) NOC from WBPCB for 400-600 TPD PET Resin Plant at Haldia - NOC No.45440.	J-11011/64/99-IA II  J-11011/399/2006-IA- II(I)  J-11011/399/2006-IA- II(I)  EN/1112/T-II-II/116/2008  TPA PET Resin with 10 MW CPP. EN3167/T-II-III /2009  1128-853/WPB-NOC/97-98 and 1062-3N-2/2000 (vol-3) 536-2N-180/2005	24.04.00  21.08.07  20.03.08  12.04.10  16.11.10  17.08.98 & 03.01.02 18.12.07

SI No	Particulars	Reference No	Issue Date
	(iii) NOC from WBPCB for 2 nos. coal fired heater vide NOC No. 57705. (iv) NOC for 8 MW CPP at Haldia – NOC No. 73039 (v) Consent to Establish (NOC) from WBPCB for 3,15,000 TPA PET Resin with 10 MW CPP at Haldia. NOC No. 82489 (c) Consent to Operate (with respect to Air & Water Pollution) (i) Plant-1 - from WBPCB for 600 TPD PET Resin Plant with 8MW CPP at Haldia vide CO No. 45551 and valid up to 31.05.2019 (ii) Plant II- from WBPCB for 3,15,000 TPA PET Resin Plant with 10MW CPP at Haldia vide CO No. 45524 and valid up to 30.09.2016. (D) Hazardous Waste Authorization: (i) Authorization for Hazardous waste Management, Handling and Disposal from WBPCB, valid up to 31.12.2018.	039-1A-72/2007(P&P) & 618-2N-180/2005(E) 341-2N-180/2005(E) 77-2N-79/2009 (E)  5409-1185/WPB (HRO)- K/2003 (Pt-IV)  5182-1185/WPB (HRO)- K/2003  15/25(HW) 1647 /2003	15.04.08 & 27.10.10 14.05.10 31.01.11  31.05.16  16.02.16  19.01.16
9.	<b>IT Software</b> (A) Microsoft Licenses - Windows OS : 227 licences - Servers : 1 SQL & 1 WIN server - WinCal : 225 licences - MS-Office : 189 licences - Visual Studio : 1 licence (B) ORACLE - License Purchased from PriceWaterHouseCoopers (P) Ltd. (C) ORACLE - License Purchased from Oracle (D) ORACLE - Support Service Agreement (Software Update & Product Support) (E) Tally 9 (F) Red Hat Enterprise Linux Server, Standard (1-2 sockets) – Valid for 3 Years (G) Seqrite Antivirus 175 User Eps Total Security Standard (H) Postmaster (I) Saral TDS- Institutional-v14: Annual Renewal Valid for the FY 16-17 (J) File center Pro 8 (Lucion Technologies)	Open Licence Documents and Online  5924/2003  160346/2013 233127  711082296 10318927  BRI/01277/2016-17  639499 RSL/CSD/68223  EXP 231214	  28.03.03  01.04.13 27.03.16  14.11.13  01.07.16  01.04.16  28.10.15
10.	<b>Plastic Export Promotion Council</b> Membership & Registration Certificate under The Plastics Export Promotion Council - Valid upto 31.03.18	PLEPC/CAL/S-141/2013 -	17.04.13
11.	<b>Factory Registration/Clearance</b> (A) Factory Registration Certificate (B) Factory License from Jt. Chief Inspector of Factories, Govt. of W.B. vide License No.15382 and valid up to 2018.	3-MD(E)/X/03 36281	14.05.13 03.02.16
12.	<b>Fire Clearance:</b> (A) Fire & Safety Certificate (NOC): Fire & Safety Certificate (NOC) from WBFES for both the Plant I & II at Haldia and valid for one year from the date of issue. (B) Fire License from WBFES: (i) Plant I vide license No. 61810 (ii) Plant II vide license No 126228	WBFES/DY.DFS(WZ)/FP/ 159/2016/HOW/IB/54/1 2  WBFL/18037/14 WBFL/13138	04.07.16  26.03.14 21.06.16
13.	<b>Petroleum &amp; Explosives License:</b> (A) Explosives Licence for import and storage facility of Petroleum Class 'C' issued by Chief Controller of Explosives -Valid upto 31.12.2016 (B) Explosives Licence for import and storage facility of Petroleum Class 'B' and 'C' issued by Chief Controller of Explosives -Valid upto 31.12.2017 (C) Explosive License for storing of Liquid Nitrogen and Flammable/Corrosive/Toxic Gases - Valid upto 31.3.2018	P/HQ/WB/15/2389(P19681)  P/HQ/WB/15/2390(P19680)  S/HO/WB/03/144/S528	26.03.15  26.03.15  07.04.15

Sl No	Particulars	Reference No	Issue Date
14.	<u>ESI</u> (A) ESI Code No.(Haldia) (B) ESI Sub-Code No.(Regd. Office)	41-5971-90 41-5971A-90	11.12.03 07.02.07
15.	<u>Provident Fund</u> Establishment Code	WB /PRB/ 35000	14.08.01
16.	Three Star Export House Certificate valid till March 2020	C/0580	07.10.15
17.	(A) Certificate for Manufacture & Sale of PET Resin in International and Domestic Markets issued by TUV NORD . (i) ISO 9001: 2008 (ii) ISO 14001: 2004 (iii) BS OHSAS 18001: 2007 (recommendation letter dated 27 <sup>th</sup> June, 2016 received from SGS India Pvt. Ltd. for ISO 9001: 2015, ISO 14001: 2015 & OHSAS 18001:2007) (B) Certificate for Manufacture & Sale of PET Resin in International and Domestic Markets issued by TUV NORD, valid up to 09.01.18 (i) SA 8000: 2008	44 100 133421 44 104 133421 44 116 133421  44 114 117192	31.07.14 31.07.14 31.07.14  27.02.15
18.	Certificate of Service Tax Registration for (A) Business Auxiliary Services/Clearing & Forwarding Agency/ Maintenance or Repair Service (last amendment dt 21.08.15) (B) Transport of Goods by Road (last amendment dt 29.04.15) (C) Input Service Distribution (last amendment dt 16.10.15)	AABCD1597KSD009  AABCD1597KSD010  AABCD1597KSD011	26.07.10  05.08.10  05.08.10
19.	<u>Registration of DG Set and CPP-8MW &amp; 10MW:</u> (A) Certificate of Registration for running of 3 (three) DG Sets for captive Power supply (B) Certificate of Registration for running of 8 MW captive Power Plant. (C) Certificate of Registration for running of 10 MW captive Power Plant.	17-203  17-203	19.02.03  19.02.03
20.	<u>Boiler Registration Certificate from Dy. Chief Inspector of Boiler, Govt. of W.B.:-</u> (A) 8 MW CPP vide registration No. WBL/12038, valid up to 20.08.2016. (B) 10 MW CPP vide registration No. WBL/12594, valid up to 10.05.2017. (C) Thermax-2 vide registration No. WBL/12555, valid up to 25.02.2017. (D) Heater Boiler P-2 vide registration No.WBL/12554, valid up to 15.08.2016.	7138  9573  76312  9530	14.09.15  17.05.16  09.05.16  16.02.16
21.	<u>Registration certificate for Nucleonic Gauge Installation:</u> Registration certificate from Atomic Energy Regulatory Board, Govt. of India for Ionizing Radiation gauging device/Nucleonic Gauge Installation, valid up to 31.05.2018	AERBIRSD/REG/NGIER-116/R112013/8737	26.06.13
22.	<u>Haldia Municipal Corporation</u> (A) Certificate of Establishment/Trade license, valid up to 31.03.2017.  (B) License for use of Premises (Non-residential), valid up to 31.03.2017.	Certificate No. 136 Regn. No. 8659 MR No. 205, year 2016-2017 License No. 134 Regd. No. 7652 MR No. 205, year 2016-2017	05.04.16  05.04.16
23.	<u>Department of Industrial Policy &amp; Promotion Secretariat of Industrial Assistance</u> IEM for the manufacture of PET resins (last amendment dt. 08.10.14)	2513/SIA/IMO/2009	06.10.09
24.	<u>Contract Labour (Regulation and Abolition Act, 1970</u> Certificate of Registration(last amendment dt. 19.03.15)	No.425/CON/R/98	16.07.98

Sd/- Illegible  
05.08.2016  
For Registrar

Received a copy  
Remajit Nandan  
clerk to M/s Khaitan & Co  
Advocates  
05.08.2016

88 Pro

Received a copy  
of the order  
of the  
Court  
for Mrs. Prashant  
Addl. Govt. Advocate

C.P.No. 579 of 2016  
Connected with  
C.A.No. 391 of 2016

IN THE HIGH COURT AT CALCUTTA

Original Jurisdiction

In the Matter of Companies Act, 1956

and

In the Matter of

Dhansari Petrochem Ltd & An.

Order

of the 27th day of July 2016  
Filed this 05th day of August 2016

- i) Date of application for copy 27.07.16
- ii) Date of issuing the order 05.08.16
- iii) Date of filing the copy 06.08.16
- iv) Date of the copy as per the order 08.08.16
- v) Date of sending over the copy to the applicant 08.08.16

Section Officer  
(Group-A Service)  
High Court, Original Side  
Calcutta

@ayndas  
8/8/16

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Sumanjan Maurya  
Superintendent,

Company Matters Department.



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Khaitan & Co.

Attorney  
Advocates

